

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

SHAWNA SCYOC,

Plaintiff,

v.

**UBER TECHNOLOGIES, INC.,
RASIER, LLC, AND RASIER-CA, LLC,**

Defendants.

Case No. 3:25-cv-01012

**DEFENDANTS' MOTION TO PROHIBIT
PARTICIPATION OF COUNSEL BRET STANLEY**

Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (collectively, “Uber”), move this Court to prohibit Counsel Bret Stanley from participating in this action. In a recent multi-district litigation involving Uber—which includes substantially overlapping issues and discovery—a federal court found that Mr. Stanley violated a protective order by creating a derivative spreadsheet from Uber’s confidential documents and disseminating it outside the bounds of that MDL. Because this case will require production of Uber’s confidential information under a protective order entered by this Court, Mr. Stanley’s continued participation presents an unacceptable risk that he will again disregard court-ordered confidentiality restrictions, undermine the efficacy of this Court’s protective orders, and engage in conduct that prejudices Uber. Disqualification is necessary to protect the integrity of the Court’s processes and to ensure compliance with this Court’s confidentiality regime before any further discovery proceeds.

BACKGROUND

Before discovery commenced in *In re Uber Technologies Inc., Passenger Sexual Assault*

Litigation (MDL No. 3084) in the Northern District of California, the parties entered a Stipulated Protective Order governing the use, handling, and dissemination of Uber’s confidential information, including internal safety policies, incident data, analytics, and related materials produced in discovery. *See generally* Stipulated Protective Order (ECF 176), attached as **Ex. 1**. The order restricted use of protected information to the MDL and prohibited dissemination to persons outside the MDL without court authorization. *See, e.g., id.* at 12.

During that MDL, Mr. Stanley created a spreadsheet that reproduced and synthesized information drawn from documents designated “Confidential” under the protective order. *See* MDL Court’s August 18, 2025 Order on Defendants’ Motion to Enforce Protective Order (ECF 3708) at 2, attached as **Ex. 2**. He then disseminated that spreadsheet to attorneys handling other cases against Uber outside the MDL, including in Texas and New Jersey. *See* Defendants’ Uber Technologies Inc., Rasier, LLC, and Rasier-CA, LLC’s Motion to Enforce Protective Order (ECF 3512) at 5, attached as **Ex. 3**. Upon Uber’s motion, the MDL court found that Mr. Stanley’s conduct violated the protective order. *Ex. 2* at 2. The court emphasized that the purpose of the protective order—like any protective order—was to give Uber confidence that confidential information would not be released or used for purposes other than advancing the MDL. *See* Transcript of Remote Proceedings before MDL Court (August 12, 2025) at 3:21-4:20, attached as **Ex. 4**. The MDL court’s findings and rationale underscore the seriousness of the violation and the court’s concern with preserving the integrity of discovery.

This case raises nearly identical issues and will involve the same categories of Uber confidential information that were subject to the MDL protective order—e.g., internal safety policies and processes, incident-related data and analytics, and other sensitive materials—and which will be governed by a protective order entered in this case. Mr. Stanley’s prior violation,

coupled with his demonstrated willingness to disseminate restricted materials, creates a substantial risk that he will violate this Court's protective order during discovery in this action.

LEGAL STANDARD

Federal courts possess inherent authority to supervise the conduct of attorneys appearing before them and to impose disqualification when necessary to protect the integrity of the proceedings. *See Bartech Indus., Inc. v. Int'l Baking Co.*, 910 F. Supp. 388, 392 (E.D. Tenn. 1996); *Kitchen v. Aristech Chemical*, 769 F. Supp. 254, 256 (S.D. Ohio 1991). This Court's Local Rules adopt and enforce the state Rules of Professional Conduct governing attorney conduct in this District. *See Tennessee Bonding Co. v. Tennessee Ass'n of Pro. Bail Agents*, No. 3:24-cv-01325, 2025 WL 1921655, at *2 (M.D. Tenn. July 11, 2025). In exercising its discretion on a motion to disqualify, courts balance the public's interest in the integrity of the judicial process and the risk of violating confidentiality against a client's interest in choosing his counsel. *See Bd. of Ed. of City of New York v. Nyquist*, 590 F.2d 1241, 1246 (2d Cir. 1979); *Bartech Indus. Inc.*, 910 F.Supp. at 392.

ARGUMENT

Although disqualification is an extreme remedy, it is warranted where, as here, counsel's conduct creates an exceptional appearance of impropriety that undermines confidence in the proceedings, or otherwise threatens to confer an unfair advantage through misuse of privileged or confidential information. *See, e.g., Richards v. Jain*, 168 F.Supp.2d 1195, 1198-1204 (W.D. Wash. 2001) (granting motion to disqualify law firm for improperly reviewing and retaining privileged documents); *Maldonado v. New Jersey*, 225 F.R.D. 120, 136-143 (D.N.J. 2004) (similarly disqualifying counsel for improper use of privileged materials).

In *US Dominion, Inc. v. Byrne*, 2024 WL 3792654 (D.D.C. Aug. 13, 2024), for example, the parties executed a protective order before disclosing information and documents in discovery. *Id.* at *1. After the court ordered the protective order and during the discovery process, the plaintiffs flagged that defense counsel had been disseminating discovery material in violation of the protective order. *Id.* The court agreed and immediately disqualified counsel from serving in that case. *Id.* The court emphasized that counsel’s violation of the protective order “raise[d] the serious concern that she became involved in th[e] litigation for the sheer purpose of gaining access to and publicly sharing [the plaintiff’s] protected discovery” and because counsel’s “truly egregious misconduct has already and will undoubtedly continue to infect future proceedings ..., disqualification [was] warranted.” *Id.* at *2 (cleaned up).

Here, the MDL court found that Mr. Stanley violated the MDL protective order by creating a spreadsheet derived from Uber’s confidential documents and disseminating it to attorneys outside the MDL. Ex. 2 at 2. The court emphasized that the protective order existed to ensure that Uber’s confidential information would not be released or used for purposes other than advancing the MDL, and that Mr. Stanley’s conduct breached that assurance. Ex. 4 at 3:21-4:20. This was not a technical misstep. It was the creation and external distribution of a compilation of Uber’s confidential documents, designed to be useful in other litigations against Uber; precisely what the protective order forbade. These findings are directly relevant to the ethical and procedural concerns before this Court. Uber cannot have confidence that its confidential information will remain protected in this case—or that Mr. Stanley won’t utilize confidential information he obtained in the MDL to advance this case. It is well within this Court’s discretion to disqualify Mr. Stanley’s participation.

Disqualification is also warranted because lesser remedies would be ineffective. Additional admonitions or monetary sanctions will not (1) ensure compliance with this Court's protective order given Mr. Stanley's past noncompliance, (2) erase the spreadsheet of Uber's confidential documents that exist outside the courts' protective regimes, nor (3) neutralize the knowledge Mr. Stanley already possesses. A screen is similarly not a credible solution where Mr. Stanley serves as lead counsel; even if instituted, it cannot prevent future mishandling or dissemination of confidential materials. Nor would curative instructions address the systemic harm: protective orders function because courts and parties can rely on compliance. Allowing a known violator to remain in a substantially overlapping case would undermine that reliance interest, chill candid discovery, and erode the Court's ability to manage sensitive materials.

CONCLUSION

Given the MDL court's finding that Mr. Stanley violated a protective order by creating and disseminating Uber's confidential information and given the substantial overlap between the MDL materials and the discovery at issue here, disqualification is necessary to prevent likely violations of this Court's protective order and to preserve the integrity of these proceedings.

Uber respectfully requests that the Court grant this motion and prohibit Mr. Stanley from further participation in this matter.

In the alternative, Uber requests this Court prohibit any direct or indirect use in this case of Uber confidential information obtained through the MDL.

DATED: December 15, 2025

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CERTIFICATE OF CONFERRAL

Counsel for the Defendants has conferred with Plaintiff's counsel. Plaintiff's counsel opposes the relief requested in this motion.

/s/ Y. Larry Cheng
Y. Larry Cheng

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2025, I electronically transmitted the attached documents to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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EXHIBIT 1

United States District Court
Northern District of California

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

MDL No. 3084 CRB

PROTECTIVE ORDER

This Order Relates To:

ALL ACTIONS

Pursuant to Pretrial Order No. 4, the parties filed a Stipulated Protective Order and a letter brief outlining certain outstanding disputes on December 21, 2023. Dkt. No. 170. This Protective Order adopts those provisions on which the parties agreed and resolves the disputes identified in the parties' letter brief.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.5, below, that this Stipulated

1 Protective Order does not entitle them to file CONFIDENTIAL or HIGHLY
2 CONFIDENTIAL ATTORNEYS' EYES ONLY Information under seal; Civil Local Rule
3 79-5 sets forth the procedures that must be followed and the standards that will be applied
4 when a Party seeks permission from the court to file material under seal.

5 2. DEFINITIONS

6 2.1 Action: MDL No. 3084 and all related cases that have been or later are filed
7 in, transferred to, or removed to MDL No. 3084.

8 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.3 "CONFIDENTIAL" Information or Items: Any Discovery Material that the
11 Producing Party believes in good faith contains financial or business plans or projections;
12 proprietary business information, or other confidential research, design, development,
13 financial, business or commercial information; information regarding or relating to a
14 Party's insurance program; personnel information; personal information about any Party to
15 this lawsuit or employees (current or former) or board members (current or former) of any
16 Party to this lawsuit; the personal information and any identifying information of any Non-
17 Party; non-public incident reports; executive committee selection; and any information
18 regarding any Party or Non-Party not otherwise available to the public that is protected
19 from disclosure by law, regulation, or contract.

20 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel
21 (as well as their support staff).

22 2.5 Designating Party: A Party or Non-Party that designates information or items
23 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES-ONLY."

25 2.6 Disclosure or Discovery Material: All items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among other
27 things, Testimony, transcripts, and tangible things), that are produced or generated in
28 disclosures or responses to discovery in this matter.

1 2.7 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation, along with his or her employees and support personnel, who has
3 been retained by a Party or its Counsel to serve as an expert witness or as a consultant in
4 this Action.

5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” Information
6 or Items: Extremely sensitive “CONFIDENTIAL” Information or Items as defined in
7 Section 2.3 that the Designating Party reasonably believes to be economically or
8 competitively sensitive and warrants the extra layer of protection described below. By way
9 of example, and not limitation, “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
10 ONLY” Information includes non-public information reflecting: transactional sales data;
11 technical, sales, product and design research or analysis; research or analysis pertaining to
12 drivers who use Uber’s platform; sales information related to specific customers or classes
13 of customers; financial, marketing, or strategic business planning information; trade
14 secrets; pricing information; information related to government or regulatory
15 investigations; information relating to research, development, testing of, or plans for
16 existing or proposed future products; information representing computer code and
17 associated comments and revision histories, formulas, engineering specifications, or
18 schematics that define or otherwise describe in detail the algorithms or structure of
19 software or hardware designs; and communications that constitute, incorporate,
20 summarize, or reference any “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
21 ONLY” Information. In designating Discovery Material as Highly Confidential
22 Information, the Producing or Designating Party shall do so in good faith consistent with
23 the provisions of this Protective Order and rulings of the Court. Nothing herein shall be
24 construed to allow for global designations of all documents as “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.9 In-House Counsel: Attorneys who are employees of a party to this Action.
27 In-House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

1 2.10 Non-Party: Any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this Action.

3 2.11 Outside Counsel of Record: Attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have appeared
5 in this Action on behalf of that party or are affiliated with a law firm which has appeared
6 on behalf of that party.

7 2.12 Party: Any party to this Action, including all of its officers, directors,
8 employees, consultants, retained Experts, and Outside Counsel of Record (and their
9 support staff).

10 2.13 Privileged Material: Disclosure or Discovery Material subject to a claim of
11 attorney-client privilege, work-product protection, or any other legally recognized
12 privilege or immunity from production.

13 2.14 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.15 Professional Vendors: Persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.16 Protected Material: Any Disclosure or Discovery Material that is designated
20 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES-ONLY."

21 2.17 Receiving Party: A Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23 2.18 Testimony: All depositions, declarations, or other testimony taken, provided
24 or used in this Action.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any Testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material. However, the protections conferred by this
3 Stipulation and Order do not cover the following information: (a) any information that is in
4 the public domain at the time of disclosure to a Receiving Party or becomes part of the
5 public domain after its disclosure to a Receiving Party as a result of publication not
6 involving a violation of this Order, including becoming part of the public record through
7 trial or otherwise; and (b) any information known to the Receiving Party prior to the
8 disclosure or obtained by the Receiving Party after the disclosure from a source who
9 obtained the information lawfully and under no obligation of confidentiality to the
10 Designating Party. Any use of Protected Material at trial shall be governed by a separate
11 agreement or order. Nothing in this Protective Order shall modify or abrogate the rights or
12 responsibilities of the Parties under HIPAA or any other existing data privacy statute.

13 This Stipulation and Protective Order is without prejudice to the right of any Party
14 to object to disclosing or producing any information or item. Similarly, no Party waives
15 any right to object on any ground to use in evidence any of the material covered by the
16 Stipulation and Protective Order. This stipulation and Protective Order is without prejudice
17 to the right of any Party to seek further or additional protection of any materials or to
18 modify this Stipulation and Protective Order in any way, including, without limitation, an
19 Order that certain materials not be produced at all. This stipulation and Protective Order
20 does not alter, waive, modify, or abridge any right, privilege or protection otherwise
21 available to any Party with respect to the discovery of matters, including, but not limited
22 to, any Party's right to assert the attorney-client privilege, the attorney work product
23 doctrine, or other privileges, or any Party's right to contest any such assertion.

24 In the event that additional parties join or are joined in this Action, they shall not
25 have access to the materials designated as "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES-ONLY" pursuant to this Stipulation and
27 Protective Order unless and until the additional parties have executed and, at the request of
28 any Party, filed with the Court, their agreement to be bound by this Stipulation and

1 Protective Order in the form of their signing the Acknowledgment and Agreement to Be
2 Bound (Exhibit A).¹

3 Nothing in this Stipulation and Protective Order shall be construed to preclude any
4 Party from asserting in good faith that certain Protected Materials require additional
5 protection, such as protection of one Party's sensitive personal information from being
6 disclosed to other Parties. The Parties shall meet and confer to agree upon the terms of
7 such additional protection. If the parties cannot reach an agreement after meeting and
8 conferring, the Designating Party shall seek an order from the Court as to any additional
9 protections it seeks within 14 days of the parties' meet and confer.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed
12 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or
13 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
14 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
15 judgment herein after the completion and exhaustion of all appeals, re-hearings, remands,
16 trials, or reviews of this Action, including the time limits for filing any motions or
17 applications for extension of time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 Party or Non-Party that designates information or items for protection under this Order
21 must take care to limit any such designation to material that qualifies under the appropriate
22 standards. The Designating Party must designate for protection only those materials,
23 documents, items, or oral or written communications that qualify—so that other materials,
24 documents, items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order. If only a limited and clearly delineated part of
26

27 ¹ If additional non-natural persons are later added as parties to this action and this
28 Protective Order is insufficient to address a party's needs for protection, the party may
seek a modification of this Protective Order at that time.

1 the materials, documents, items, or oral or written communications qualify for protection,
2 The Designating Party shall, to the extent practicable, make all reasonable efforts to
3 designate for protection only those parts that qualify.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
6 to unnecessarily encumber or retard the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating Party to
8 sanctions, just as disclosure of Protected Material in violation of this order would do. If it
9 comes to a Designating Party's attention that information or items that it designated for
10 protection do not qualify for protection, that Designating Party must promptly notify all
11 other Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
14 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
15 must be clearly so designated before the material is disclosed or produced. Designation in
16 conformity with this Order requires:

17 (a) For information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
20 ATTORNEYS' EYES ONLY" to every page of each document that contains Protected
21 Material, or, in the case of an electronic document that is produced in native form or is
22 impracticable to produce in a form with the affixed legend, by placing the legend on a
23 placeholder document bearing the document's production number. If only a clearly
24 delineated portion or portions of the material on a page qualifies for protection, the
25 Producing Party, to the extent practicable, also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be deemed
3 “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES-ONLY.” After the inspecting Party
4 has identified the documents it wants copied and produced, the Producing Party must
5 determine which documents qualify for protection under this Order. Then, before
6 producing the specified documents, the Producing Party must affix the
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES-ONLY”
8 legend to every page of each document that contains Protected Material, or, in the case of
9 an electronic document that is produced in native form or is impracticable to produce in a
10 form with the affixed legend, by placing the legend on a placeholder document bearing the
11 document’s production number. If only a clearly delineated portion or portions of the
12 material on a page qualifies for protection, the Producing Party, to the extent practicable,
13 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
14 the margins).

15 (b) For Testimony given in deposition or in other pretrial or trial proceedings,
16 that the Designating Party designates within thirty (30) days after receipt of a final
17 transcript, all protected Testimony and specify the level of protection being asserted by
18 giving written notice to the court reporter and all Parties. A Designating Party may specify
19 at the deposition, hearing, or other proceeding, or up to 30 days after receipt of the
20 transcript, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Transcribed deposition Testimony or
22 exhibits to depositions that reveal Protected Material must be marked as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” by
24 the court reporter. All rough or final Testimony transcripts shall be treated as “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” until thirty (30) days after receipt of
26 the final transcript. After that period ends, only Testimony that has been properly
27 designated for protection consistent with the provisions of this Section 5.2(b) shall be
28 covered by the provisions of this Order. Should a pending motion or procedural
requirement necessitate an earlier date, the parties shall meet and confer as to a reasonable

1 date for provision of the confidentiality designation notice.

2 Transcripts containing Protected Material shall have an obvious legend on the title
3 page that the transcript contains Protected Material, and the title page shall be followed by
4 a list of all pages (including line numbers as appropriate) that have been designated as
5 Protected Material and the level of protection being asserted by the Designating Party. For
6 paper copies of transcribed deposition Testimony, pages of transcribed deposition
7 Testimony or exhibits to depositions that reveal Protected Material must be separately
8 bound by the court reporter and may not be disclosed to anyone except as permitted under
9 this Order. The Designating Party shall inform the court reporter of these requirements.
10 Any failure of or refusal by the court reporter to comply with these procedures will not
11 invalidate the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES-ONLY” designation.

13 (c) For information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of
15 the container or containers in which the information or item is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY.” If
17 only a portion or portions of the information or item warrant protection, the Producing
18 Party, to the extent practicable, shall identify the protected portion(s). When possible, in
19 order to minimize the likelihood of inadvertent disclosure of information protected by this
20 Order transmitted by electronic means, the Producing Party shall make a good faith effort
21 to place the appropriate confidentiality designation in the subject of the electronic mail
22 conveying the Protected Material and on the title of the digital document or media through
23 which it is conveyed, or otherwise notify the Receiving Party of the fact that Protected
24 Material is being conveyed. A failure to place the appropriate confidentiality designation
25 in the subject of the electronic mail conveying the information and on the title of the digital
26 document or media through which it is conveyed, or to otherwise notify the Receiving
27 Party of the fact that information protected by this Order is being conveyed, does not,
28 standing alone, waive the Designating Party’s right to secure protection under this Order
for such material. However, a Designating Party cannot seek sanctions against the

1 Receiving Party if the Receiving Party fails to treat the produced information as
2 “CONFIDENTIAL” until such time as the Designating Party corrects any error or
3 omission as the confidential nature of said information or electronic mail in writing to the
4 Receiving Party, unless the Receiving Party is otherwise on notice that the information is
5 “CONFIDENTIAL” through, for example, a confidentiality stamp on the document.

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
7 to designate qualified information or items does not, standing alone, waive the Designating
8 Party’s right to secure protection under this Order for such material. If any Producing Party
9 inadvertently produces or disclosed Protected Material without marking it with an
10 appropriate designation, the Producing Party or a Designating Party shall promptly notify
11 the Receiving Party that the Protected Material should be treated in accordance with the
12 terms of the Stipulated Protective Order, and shall forward appropriately stamped copies of
13 the items in question. Within five (5) days of the receipt of the appropriately stamped
14 copies of the items in question, the Receiving Party shall return or destroy the previously
15 unmarked versions of the items and all copies thereof, and, additionally, must make all
16 other reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Order. The inadvertent disclosure shall not be deemed a waiver of
18 confidentiality.

19 If any information was disclosed by a non-Designating Party to any person other
20 than in the manner authorized by this Stipulation and Protective Order prior to notice of
21 the inadvertent failure to designate, the non-Designating Party responsible for the
22 disclosure shall bring all pertinent facts relating to such disclosure of such Protected
23 Materials, to the extent such facts are known or reasonably knowable to the non-
24 Designating Party, to the immediate attention of the Designating Party.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
27 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
28 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party

1 does not waive its right to challenge a confidentiality designation by electing not to mount
2 a challenge promptly after the original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process by providing written notice of each designation it is challenging and describing the
5 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
6 written notice must recite that the challenge to confidentiality is being made in accordance
7 with this specific paragraph of the Protective Order. The parties shall attempt to resolve
8 each challenge in good faith and must begin the process by conferring directly within 14
9 days of the date of service of notice. In conferring, the Challenging Party must explain the
10 basis for its belief that the confidentiality designation was not proper and must give the
11 Designating Party an opportunity to review the designated material, to reconsider the
12 circumstances, and, if no change in designation is offered, to explain the basis for the
13 chosen designation. A Challenging Party may proceed to the next stage of the challenge
14 process only if it has engaged in this meet and confer process first or establishes that the
15 Designating Party is unwilling to participate in the meet and confer process in a timely
16 manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, the Parties may agree to seek informal conference with the Court. If the
19 Parties still cannot resolve the challenge or do not have such a conference, the Designating
20 Party must file and serve a motion to retain or challenge confidentiality within 14 days of
21 conferring on the challenged designation or an informal conference with the court,
22 whichever is later. Each such motion must be accompanied by a competent declaration
23 affirming that the movant has complied with the meet and confer requirements imposed in
24 the preceding paragraph. Unless prompt intervention to resolve a dispute over a
25 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
26 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party
27 does not waive its right to challenge a confidentiality designation by electing not to seek an
28 informal conference with the Court promptly after the Parties have completed the
procedure set forth above. The procedures set out in this provision shall be procedural

only, and shall not affect the burden on challenging or maintaining a designation as established under applicable law.

6.4 Frivolous challenges. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this Action or the consolidated action captioned In re Uber Rideshare Cases, Case No. CJC-21-005188, so long as such use is permitted herein. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) The officers, directors, and employees, including current and former employees, as well as In-House Counsel, of the Receiving Party to whom disclosure is

1 reasonably necessary for this litigation and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A);

3 (c) Experts (as defined in this Order) or insurers of the Receiving Party to whom
4 disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) The court and its personnel, and any appellate court in this litigation;

7 (e) Court reporters, stenographers, or videographers and their staff and
8 Professional Vendors to whom disclosure is reasonably necessary for this litigation.

9 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
10 to whom disclosure is reasonably necessary for this litigation and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) During their depositions, potential or actual witnesses in the Action to whom
13 disclosure is reasonably necessary and who have signed the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
15 ordered by the court. If a potential or actual witness refuses to sign Exhibit A, the witness
16 shall be permitted to see Protected Material, but will not be permitted to retain such
17 material. Pages of transcribed deposition testimony or exhibits to depositions that reveal
18 Protected Material must be separately bound by the court reporter and may not be
disclosed to anyone except as permitted under this Order.

19 (h) The author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information, or any current
21 employee of the Designating Party.

22 (i) Special masters or discovery referees appointed by the Court.

23 (j) Mediators or settlement officers, and their supporting personnel, mutually
24 agreed upon by the Parties engaged in settlement discussion.

25 (k) Any other person as to whom the Designating Party has consented to
26 disclosure in advance.

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information or item
2 designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” to:

3 (a) The Receiving Party’s Outside Counsel of Record in this Action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation.

6 (b) Designated In-House Counsel of the Receiving Party who has signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts of the Receiving Party who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

10 (d) The Court and its personnel, and any appellate court in this litigation.

11 (e) Court reporters and their staff, professional jury or trial consultants, mock
12 jurors, and Professional Vendors to whom disclosure is reasonably
13 necessary for this litigation and who have signed the “Acknowledgment and Agreement to
14 be Bound.” (Exhibit A);

15 (f) The author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information; and

17 (g) Special masters, mediators, or other third parties retained by the parties for
18 settlement purposes or resolution of discovery disputes or mediation;

19 (h) During their depositions, potential or actual witnesses in the Action to whom
20 disclosure is reasonably necessary and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
22 ordered by the Court. If a potential or actual witness refuses to sign Exhibit A, the witness
23 shall be permitted to see Protected Material, but will not be permitted to retain such
24 material. Pages of transcribed deposition testimony or exhibits to depositions that reveal
25 Protected Material must be separately bound by the court reporter and may not be
disclosed to anyone except as permitted under this Order.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
27 OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY,”
3 that Party must:

4 (a) Promptly notify in writing the Designating Party. Such notification shall
5 include a copy of the subpoena or court order;

6 (b) Promptly notify in writing the party who caused the subpoena or order to
7 issue in the other litigation that some or all of the material covered by the subpoena or
8 order is subject to this Protective Order. Such notification shall include a copy of this
9 Stipulated Protective Order; and

10 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
11 the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY”
15 before a determination by the court from which the subpoena or order issued, unless the
16 Party has obtained the Designating Party’s permission. The Designating Party shall bear
17 the burden and expense of seeking protection in that court of its Protected Material– and
18 nothing in these provisions should be construed as authorizing or encouraging a Receiving
19 Party in this Action to disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
21 THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES-ONLY.” Such information produced by Non-
25 Parties in connection with this litigation is protected by the remedies and relief provided by
26 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
27 from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to produce
a Non-Party’s Protected Material in its possession, and the Party is subject to an agreement

with the Non-Party not to produce the Non-Party's Protected Material, then the Party shall:

(1) Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) Make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's Protected Material responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use reasonable efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

11.1. Pursuant to Federal Rule of Evidence 502(d), if a Producing Party inadvertently discloses information (including both paper documents and electronically

1 stored information) subject to protection by the attorney-client privilege, the work-product,
2 joint defense or other similar doctrine, or by another legal privilege protecting information
3 from discovery, such disclosure shall not constitute a waiver or forfeiture of any privilege
4 or other protection in this or any other action, provided that the Producing Party notifies
5 the Receiving Party of the inadvertent production, in writing, within a reasonable amount
6 of time of the discovery of the inadvertent production; however, if the discovery is made
7 after the final Pretrial Conference is held, the Producing Party may seek protection for the
8 privileges and doctrines contained in the paragraph for produced information only by
9 further order of the Court.

10 11.2 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other protection, the
12 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
13 26(b)(5)(B).

14 11.3 This stipulated Order set forth in this section and its subparts does not
15 constitute a concession by any Party that any documents are subject to protection by the
16 attorney-client privilege, the work-product, joint defense or other similar doctrine, or by
17 another legal privilege. This agreement also is not intended to waive or limit in any way
18 any Party's right to contest any privilege claims that may be asserted with respect to any of
19 the documents produced except to the extent stated in the agreement.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order, no Party waives any right it otherwise would have to object to disclosing
25 or producing any information or item on any ground not addressed in this Stipulated
26 Protective Order. Similarly, no Party waives any right to object on any ground to use in
27 evidence of any of the material covered by this Protective Order.

28 12.3 Right to Additional Protection. Nothing in this Order shall be construed to
preclude either Party from asserting in good faith that certain Protected Material requires

1 additional protection. The Parties shall meet and confer to agree upon the terms of such
2 additional protection. If the parties cannot reach an agreement after meeting and
3 conferring, the Designating Party shall seek an order from the Court as to any additional
4 protections it seeks within 14 days of the parties' meet and confer.

5 12.4 This Order shall be binding upon the Parties to this action, upon their
6 attorneys, and upon the Parties' and their attorneys' successors, executors, personal
7 representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions,
8 employees, agents, independent contractors, and other persons or organizations over which
9 they have control. The Parties, their attorneys and employees of such attorneys, and their
10 expert witnesses, consultants and representatives retained in connection with this Action
11 each expressly stipulates to the personal jurisdiction of this Court for the purpose of any
12 proceeding brought by a Party to this Action to enforce this Stipulation and Protective
13 Order.

14 12.5 Filing Protected Material. Without written permission from the Designating
15 Party or a court order secured after appropriate notice to all interested persons, a Party may
16 not file in the public record in this Action, or any other action, any Protected Material. A
17 Party that seeks to file under seal any Protected Material must comply with Civil Local
18 Rule 79-5. Protected Material may only be filed under seal pursuant to a court order
19 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local
20 Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
21 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
22 protection under the law. If a Receiving Party's request to file Protected Material under
23 seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may
24 file the information in the public record pursuant to Civil Local Rule 79-5 unless otherwise
25 instructed by the court. While a motion to seal is pending before the Court, no Party shall
26 make use in open court, in public, or in any way inconsistent with the protection in this
27 order of any Disclosure or Discovery Material that is subject to that motion to seal without
28 the consent of the Designating Party or the permission of the Court.

13. FINAL DISPOSITION

Within 90 days after the final disposition of this Action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all reasonably accessible copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 90 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, Expert reports and work product, attorney work product, and consultant work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute as Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO ORDERED.

Dated: December 28, 2023



CHARLES R. BREYER
United States District Judge

EXHIBIT 2

EXHIBIT
1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

~~PROPOSED~~ **ORDER ON DEFENDANTS
UBER TECHNOLOGIES, INC., RASIER,
LLC, RASIER-CA, LLC'S MOTION TO
ENFORCE PROTECTIVE ORDER**

This Document Relates to:

ALL ACTIONS

1 This cause coming before the Court on Defendants Uber Technologies, Inc., Rasier, LLC and
2 Raiser-CA, LLC's Motion to Enforce Protective Order, due notice given and the Court being fully
3 advised, THE COURT HEREBY FINDS:

4 (a) The information on the 587 rows of the spreadsheet sent by Bret Stanley to Defendants'
5 counsel on October 9, 2024, which identifies Defendants' internal policy related resources and the
6 repository where each resource is maintained and which are accompanied by MDL Bates numbers
7 (identifiable as the first 587 rows on the version of the spreadsheet attached as Exhibit 3 to the
8 Declaration of Veronica Gromada [ECF 3512-1]) ("Confidential Information"), is covered by the
9 Protective Order, which requires the Confidential Information be used "only for prosecuting,
10 defending, or attempting to settle this Action or the [related JCCP] consolidated action" [ECF 176, ¶
11 7.1];

12 (b) Based on the record presented, Mr. Stanley has violated the Protective Order [ECF
13 176], by using and disclosing the Confidential Information outside of the MDL Litigation.

14 Accordingly, IT IS HEREBY ORDERED:

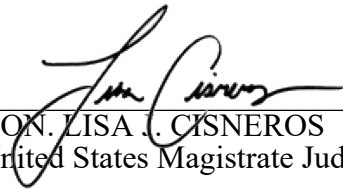
15 (c) Within three days of the date of this Order, Mr. Stanley shall identify to Defendants'
16 counsel all persons outside of the MDL Litigation to whom Mr. Stanley has disclosed any information
17 covered by the Protective Order, including without limitation, the Confidential Information, and Mr.
18 Stanley shall identify to Defendants' counsel all court proceedings in which Mr. Stanley is aware that
19 the Confidential Information has been used or disclosed in discovery or otherwise;

20 (d) Within three days of the date of this Order, Mr. Stanley shall provide a copy of this
21 Order to all persons and courts identified pursuant to paragraph (c) of this Order with notice to
22 Defendants' Counsel of same; and

23 (e) Mr. Stanley shall take reasonable efforts to retrieve or ensure the destruction of all
24 unauthorized Confidential Information to all persons identified pursuant to paragraph (c) of this Order.

25
26 **IT IS SO ORDERED:**
27
28

1 Dated: August 18, 2025


HON. LISA J. CISNEROS
United States Magistrate Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

MDL No. 3084 CRB

PROTECTIVE ORDER

This Order Relates To:

ALL ACTIONS

Pursuant to Pretrial Order No. 4, the parties filed a Stipulated Protective Order and a letter brief outlining certain outstanding disputes on December 21, 2023. Dkt. No. 170. This Protective Order adopts those provisions on which the parties agreed and resolves the disputes identified in the parties' letter brief.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.5, below, that this Stipulated

1 Protective Order does not entitle them to file CONFIDENTIAL or HIGHLY
2 CONFIDENTIAL ATTORNEYS' EYES ONLY Information under seal; Civil Local Rule
3 79-5 sets forth the procedures that must be followed and the standards that will be applied
4 when a Party seeks permission from the court to file material under seal.

5 2. DEFINITIONS

6 2.1 Action: MDL No. 3084 and all related cases that have been or later are filed
7 in, transferred to, or removed to MDL No. 3084.

8 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.3 "CONFIDENTIAL" Information or Items: Any Discovery Material that the
11 Producing Party believes in good faith contains financial or business plans or projections;
12 proprietary business information, or other confidential research, design, development,
13 financial, business or commercial information; information regarding or relating to a
14 Party's insurance program; personnel information; personal information about any Party to
15 this lawsuit or employees (current or former) or board members (current or former) of any
16 Party to this lawsuit; the personal information and any identifying information of any Non-
17 Party; non-public incident reports; executive committee selection; and any information
18 regarding any Party or Non-Party not otherwise available to the public that is protected
19 from disclosure by law, regulation, or contract.

20 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel
21 (as well as their support staff).

22 2.5 Designating Party: A Party or Non-Party that designates information or items
23 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES-ONLY."

25 2.6 Disclosure or Discovery Material: All items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among other
27 things, Testimony, transcripts, and tangible things), that are produced or generated in
28 disclosures or responses to discovery in this matter.

1 2.7 Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation, along with his or her employees and support personnel, who has
3 been retained by a Party or its Counsel to serve as an expert witness or as a consultant in
4 this Action.

5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” Information
6 or Items: Extremely sensitive “CONFIDENTIAL” Information or Items as defined in
7 Section 2.3 that the Designating Party reasonably believes to be economically or
8 competitively sensitive and warrants the extra layer of protection described below. By way
9 of example, and not limitation, “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
10 ONLY” Information includes non-public information reflecting: transactional sales data;
11 technical, sales, product and design research or analysis; research or analysis pertaining to
12 drivers who use Uber’s platform; sales information related to specific customers or classes
13 of customers; financial, marketing, or strategic business planning information; trade
14 secrets; pricing information; information related to government or regulatory
15 investigations; information relating to research, development, testing of, or plans for
16 existing or proposed future products; information representing computer code and
17 associated comments and revision histories, formulas, engineering specifications, or
18 schematics that define or otherwise describe in detail the algorithms or structure of
19 software or hardware designs; and communications that constitute, incorporate,
20 summarize, or reference any “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
21 ONLY” Information. In designating Discovery Material as Highly Confidential
22 Information, the Producing or Designating Party shall do so in good faith consistent with
23 the provisions of this Protective Order and rulings of the Court. Nothing herein shall be
24 construed to allow for global designations of all documents as “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.9 In-House Counsel: Attorneys who are employees of a party to this Action.
27 In-House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

2.10 Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

2.11 Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.12 Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained Experts, and Outside Counsel of Record (and their support staff).

2.13 Privileged Material: Disclosure or Discovery Material subject to a claim of attorney-client privilege, work-product protection, or any other legally recognized privilege or immunity from production.

2.14 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.15 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY.”

2.17 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

2.18 Testimony: All depositions, declarations, or other testimony taken, provided or used in this Action.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any Testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material. However, the protections conferred by this
3 Stipulation and Order do not cover the following information: (a) any information that is in
4 the public domain at the time of disclosure to a Receiving Party or becomes part of the
5 public domain after its disclosure to a Receiving Party as a result of publication not
6 involving a violation of this Order, including becoming part of the public record through
7 trial or otherwise; and (b) any information known to the Receiving Party prior to the
8 disclosure or obtained by the Receiving Party after the disclosure from a source who
9 obtained the information lawfully and under no obligation of confidentiality to the
10 Designating Party. Any use of Protected Material at trial shall be governed by a separate
11 agreement or order. Nothing in this Protective Order shall modify or abrogate the rights or
12 responsibilities of the Parties under HIPAA or any other existing data privacy statute.

13 This Stipulation and Protective Order is without prejudice to the right of any Party
14 to object to disclosing or producing any information or item. Similarly, no Party waives
15 any right to object on any ground to use in evidence any of the material covered by the
16 Stipulation and Protective Order. This stipulation and Protective Order is without prejudice
17 to the right of any Party to seek further or additional protection of any materials or to
18 modify this Stipulation and Protective Order in any way, including, without limitation, an
19 Order that certain materials not be produced at all. This stipulation and Protective Order
20 does not alter, waive, modify, or abridge any right, privilege or protection otherwise
21 available to any Party with respect to the discovery of matters, including, but not limited
22 to, any Party's right to assert the attorney-client privilege, the attorney work product
23 doctrine, or other privileges, or any Party's right to contest any such assertion.

24 In the event that additional parties join or are joined in this Action, they shall not
25 have access to the materials designated as "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES-ONLY" pursuant to this Stipulation and
27 Protective Order unless and until the additional parties have executed and, at the request of
28 any Party, filed with the Court, their agreement to be bound by this Stipulation and

Protective Order in the form of their signing the Acknowledgment and Agreement to Be Bound (Exhibit A).¹

Nothing in this Stipulation and Protective Order shall be construed to preclude any Party from asserting in good faith that certain Protected Materials require additional protection, such as protection of one Party's sensitive personal information from being disclosed to other Parties. The Parties shall meet and confer to agree upon the terms of such additional protection. If the parties cannot reach an agreement after meeting and conferring, the Designating Party shall seek an order from the Court as to any additional protections it seeks within 14 days of the parties' meet and confer.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to material that qualifies under the appropriate standards. The Designating Party must designate for protection only those materials, documents, items, or oral or written communications that qualify—so that other materials, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. If only a limited and clearly delineated part of

¹ If additional non-natural persons are later added as parties to this action and this Protective Order is insufficient to address a party's needs for protection, the party may seek a modification of this Protective Order at that time.

1 the materials, documents, items, or oral or written communications qualify for protection,
2 The Designating Party shall, to the extent practicable, make all reasonable efforts to
3 designate for protection only those parts that qualify.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that
5 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
6 to unnecessarily encumber or retard the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating Party to
8 sanctions, just as disclosure of Protected Material in violation of this order would do. If it
9 comes to a Designating Party's attention that information or items that it designated for
10 protection do not qualify for protection, that Designating Party must promptly notify all
11 other Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
14 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
15 must be clearly so designated before the material is disclosed or produced. Designation in
16 conformity with this Order requires:

17 (a) For information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
20 ATTORNEYS' EYES ONLY" to every page of each document that contains Protected
21 Material, or, in the case of an electronic document that is produced in native form or is
22 impracticable to produce in a form with the affixed legend, by placing the legend on a
23 placeholder document bearing the document's production number. If only a clearly
24 delineated portion or portions of the material on a page qualifies for protection, the
25 Producing Party, to the extent practicable, also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be deemed
3 “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES-ONLY.” After the inspecting Party
4 has identified the documents it wants copied and produced, the Producing Party must
5 determine which documents qualify for protection under this Order. Then, before
6 producing the specified documents, the Producing Party must affix the
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES-ONLY”
8 legend to every page of each document that contains Protected Material, or, in the case of
9 an electronic document that is produced in native form or is impracticable to produce in a
10 form with the affixed legend, by placing the legend on a placeholder document bearing the
11 document’s production number. If only a clearly delineated portion or portions of the
12 material on a page qualifies for protection, the Producing Party, to the extent practicable,
13 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
14 the margins).

15 (b) For Testimony given in deposition or in other pretrial or trial proceedings,
16 that the Designating Party designates within thirty (30) days after receipt of a final
17 transcript, all protected Testimony and specify the level of protection being asserted by
18 giving written notice to the court reporter and all Parties. A Designating Party may specify
19 at the deposition, hearing, or other proceeding, or up to 30 days after receipt of the
20 transcript, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Transcribed deposition Testimony or
22 exhibits to depositions that reveal Protected Material must be marked as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” by
24 the court reporter. All rough or final Testimony transcripts shall be treated as “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” until thirty (30) days after receipt of
26 the final transcript. After that period ends, only Testimony that has been properly
27 designated for protection consistent with the provisions of this Section 5.2(b) shall be
28 covered by the provisions of this Order. Should a pending motion or procedural
requirement necessitate an earlier date, the parties shall meet and confer as to a reasonable

1 date for provision of the confidentiality designation notice.

2 Transcripts containing Protected Material shall have an obvious legend on the title
3 page that the transcript contains Protected Material, and the title page shall be followed by
4 a list of all pages (including line numbers as appropriate) that have been designated as
5 Protected Material and the level of protection being asserted by the Designating Party. For
6 paper copies of transcribed deposition Testimony, pages of transcribed deposition
7 Testimony or exhibits to depositions that reveal Protected Material must be separately
8 bound by the court reporter and may not be disclosed to anyone except as permitted under
9 this Order. The Designating Party shall inform the court reporter of these requirements.
10 Any failure of or refusal by the court reporter to comply with these procedures will not
11 invalidate the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES-ONLY” designation.

13 (c) For information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of
15 the container or containers in which the information or item is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY.” If
17 only a portion or portions of the information or item warrant protection, the Producing
18 Party, to the extent practicable, shall identify the protected portion(s). When possible, in
19 order to minimize the likelihood of inadvertent disclosure of information protected by this
20 Order transmitted by electronic means, the Producing Party shall make a good faith effort
21 to place the appropriate confidentiality designation in the subject of the electronic mail
22 conveying the Protected Material and on the title of the digital document or media through
23 which it is conveyed, or otherwise notify the Receiving Party of the fact that Protected
24 Material is being conveyed. A failure to place the appropriate confidentiality designation
25 in the subject of the electronic mail conveying the information and on the title of the digital
26 document or media through which it is conveyed, or to otherwise notify the Receiving
27 Party of the fact that information protected by this Order is being conveyed, does not,
28 standing alone, waive the Designating Party’s right to secure protection under this Order
for such material. However, a Designating Party cannot seek sanctions against the

Receiving Party if the Receiving Party fails to treat the produced information as “CONFIDENTIAL” until such time as the Designating Party corrects any error or omission as the confidential nature of said information or electronic mail in writing to the Receiving Party, unless the Receiving Party is otherwise on notice that the information is “CONFIDENTIAL” through, for example, a confidentiality stamp on the document.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. If any Producing Party inadvertently produces or disclosed Protected Material without marking it with an appropriate designation, the Producing Party or a Designating Party shall promptly notify the Receiving Party that the Protected Material should be treated in accordance with the terms of the Stipulated Protective Order, and shall forward appropriately stamped copies of the items in question. Within five (5) days of the receipt of the appropriately stamped copies of the items in question, the Receiving Party shall return or destroy the previously unmarked versions of the items and all copies thereof, and, additionally, must make all other reasonable efforts to assure that the material is treated in accordance with the provisions of this Order. The inadvertent disclosure shall not be deemed a waiver of confidentiality.

If any information was disclosed by a non-Designating Party to any person other than in the manner authorized by this Stipulation and Protective Order prior to notice of the inadvertent failure to designate, the non-Designating Party responsible for the disclosure shall bring all pertinent facts relating to such disclosure of such Protected Materials, to the extent such facts are known or reasonably knowable to the non-Designating Party, to the immediate attention of the Designating Party.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party

1 does not waive its right to challenge a confidentiality designation by electing not to mount
2 a challenge promptly after the original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process by providing written notice of each designation it is challenging and describing the
5 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
6 written notice must recite that the challenge to confidentiality is being made in accordance
7 with this specific paragraph of the Protective Order. The parties shall attempt to resolve
8 each challenge in good faith and must begin the process by conferring directly within 14
9 days of the date of service of notice. In conferring, the Challenging Party must explain the
10 basis for its belief that the confidentiality designation was not proper and must give the
11 Designating Party an opportunity to review the designated material, to reconsider the
12 circumstances, and, if no change in designation is offered, to explain the basis for the
13 chosen designation. A Challenging Party may proceed to the next stage of the challenge
14 process only if it has engaged in this meet and confer process first or establishes that the
15 Designating Party is unwilling to participate in the meet and confer process in a timely
16 manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, the Parties may agree to seek informal conference with the Court. If the
19 Parties still cannot resolve the challenge or do not have such a conference, the Designating
20 Party must file and serve a motion to retain or challenge confidentiality within 14 days of
21 conferring on the challenged designation or an informal conference with the court,
22 whichever is later. Each such motion must be accompanied by a competent declaration
23 affirming that the movant has complied with the meet and confer requirements imposed in
24 the preceding paragraph. Unless prompt intervention to resolve a dispute over a
25 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
26 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party
27 does not waive its right to challenge a confidentiality designation by electing not to seek an
28 informal conference with the Court promptly after the Parties have completed the
procedure set forth above. The procedures set out in this provision shall be procedural

only, and shall not affect the burden on challenging or maintaining a designation as established under applicable law.

6.4 Frivolous challenges. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this Action or the consolidated action captioned In re Uber Rideshare Cases, Case No. CJC-21-005188, so long as such use is permitted herein. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) The officers, directors, and employees, including current and former employees, as well as In-House Counsel, of the Receiving Party to whom disclosure is

1 reasonably necessary for this litigation and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A);

3 (c) Experts (as defined in this Order) or insurers of the Receiving Party to whom
4 disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) The court and its personnel, and any appellate court in this litigation;

7 (e) Court reporters, stenographers, or videographers and their staff and
8 Professional Vendors to whom disclosure is reasonably necessary for this litigation.

9 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
10 to whom disclosure is reasonably necessary for this litigation and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) During their depositions, potential or actual witnesses in the Action to whom
13 disclosure is reasonably necessary and who have signed the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
15 ordered by the court. If a potential or actual witness refuses to sign Exhibit A, the witness
16 shall be permitted to see Protected Material, but will not be permitted to retain such
17 material. Pages of transcribed deposition testimony or exhibits to depositions that reveal
18 Protected Material must be separately bound by the court reporter and may not be
disclosed to anyone except as permitted under this Order.

19 (h) The author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information, or any current
21 employee of the Designating Party.

22 (i) Special masters or discovery referees appointed by the Court.

23 (j) Mediators or settlement officers, and their supporting personnel, mutually
24 agreed upon by the Parties engaged in settlement discussion.

25 (k) Any other person as to whom the Designating Party has consented to
26 disclosure in advance.

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-
28 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in

1 writing by the Designating Party, a Receiving Party may disclose any information or item
2 designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY” to:

3 (a) The Receiving Party’s Outside Counsel of Record in this Action, as well as
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to
5 disclose the information for this litigation.

6 (b) Designated In-House Counsel of the Receiving Party who has signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts of the Receiving Party who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

10 (d) The Court and its personnel, and any appellate court in this litigation.

11 (e) Court reporters and their staff, professional jury or trial consultants, mock
12 jurors, and Professional Vendors to whom disclosure is reasonably
13 necessary for this litigation and who have signed the “Acknowledgment and Agreement to
14 be Bound.” (Exhibit A);

15 (f) The author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information; and

17 (g) Special masters, mediators, or other third parties retained by the parties for
18 settlement purposes or resolution of discovery disputes or mediation;

19 (h) During their depositions, potential or actual witnesses in the Action to whom
20 disclosure is reasonably necessary and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
22 ordered by the Court. If a potential or actual witness refuses to sign Exhibit A, the witness
23 shall be permitted to see Protected Material, but will not be permitted to retain such
24 material. Pages of transcribed deposition testimony or exhibits to depositions that reveal
25 Protected Material must be separately bound by the court reporter and may not be
disclosed to anyone except as permitted under this Order.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
27 OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY,”
3 that Party must:

4 (a) Promptly notify in writing the Designating Party. Such notification shall
5 include a copy of the subpoena or court order;

6 (b) Promptly notify in writing the party who caused the subpoena or order to
7 issue in the other litigation that some or all of the material covered by the subpoena or
8 order is subject to this Protective Order. Such notification shall include a copy of this
9 Stipulated Protective Order; and

10 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
11 the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES-ONLY”
15 before a determination by the court from which the subpoena or order issued, unless the
16 Party has obtained the Designating Party’s permission. The Designating Party shall bear
17 the burden and expense of seeking protection in that court of its Protected Material– and
18 nothing in these provisions should be construed as authorizing or encouraging a Receiving
19 Party in this Action to disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
21 THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES-ONLY.” Such information produced by Non-
25 Parties in connection with this litigation is protected by the remedies and relief provided by
26 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
27 from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to produce
a Non-Party’s Protected Material in its possession, and the Party is subject to an agreement

1 with the Non-Party not to produce the Non-Party's Protected Material, then the Party shall:

2 (1) Promptly notify in writing the Requesting Party and the Non-Party that some
3 or all of the information requested is subject to a confidentiality agreement with a Non-
4 Party;

5 (2) Promptly provide the Non-Party with a copy of the Stipulated Protective
6 Order in this litigation, the relevant discovery request(s), and a reasonably specific
7 description of the information requested; and

8 (3) Make the information requested available for inspection by the Non-Party.

9 (c) If the Non-Party fails to object or seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's Protected Material responsive to the discovery request. If the
12 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
13 information in its possession or control that is subject to the confidentiality agreement with
14 the Non-Party before a determination by the court. Absent a court order to the contrary, the
15 Non-Party shall bear the burden and expense of seeking protection in this court of its
16 Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
21 Designating Party of the unauthorized disclosures, (b) use reasonable efforts to retrieve all
22 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
23 unauthorized disclosures were made of all the terms of this Order, and (d) request such
24 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
25 attached hereto as Exhibit A.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
27 PROTECTED MATERIAL

28 11.1. Pursuant to Federal Rule of Evidence 502(d), if a Producing Party
inadvertently discloses information (including both paper documents and electronically

1 stored information) subject to protection by the attorney-client privilege, the work-product,
2 joint defense or other similar doctrine, or by another legal privilege protecting information
3 from discovery, such disclosure shall not constitute a waiver or forfeiture of any privilege
4 or other protection in this or any other action, provided that the Producing Party notifies
5 the Receiving Party of the inadvertent production, in writing, within a reasonable amount
6 of time of the discovery of the inadvertent production; however, if the discovery is made
7 after the final Pretrial Conference is held, the Producing Party may seek protection for the
8 privileges and doctrines contained in the paragraph for produced information only by
9 further order of the Court.

10 11.2 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other protection, the
12 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
13 26(b)(5)(B).

14 11.3 This stipulated Order set forth in this section and its subparts does not
15 constitute a concession by any Party that any documents are subject to protection by the
16 attorney-client privilege, the work-product, joint defense or other similar doctrine, or by
17 another legal privilege. This agreement also is not intended to waive or limit in any way
18 any Party's right to contest any privilege claims that may be asserted with respect to any of
19 the documents produced except to the extent stated in the agreement.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order, no Party waives any right it otherwise would have to object to disclosing
25 or producing any information or item on any ground not addressed in this Stipulated
26 Protective Order. Similarly, no Party waives any right to object on any ground to use in
27 evidence of any of the material covered by this Protective Order.

28 12.3 Right to Additional Protection. Nothing in this Order shall be construed to
preclude either Party from asserting in good faith that certain Protected Material requires

1 additional protection. The Parties shall meet and confer to agree upon the terms of such
2 additional protection. If the parties cannot reach an agreement after meeting and
3 conferring, the Designating Party shall seek an order from the Court as to any additional
4 protections it seeks within 14 days of the parties' meet and confer.

5 12.4 This Order shall be binding upon the Parties to this action, upon their
6 attorneys, and upon the Parties' and their attorneys' successors, executors, personal
7 representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions,
8 employees, agents, independent contractors, and other persons or organizations over which
9 they have control. The Parties, their attorneys and employees of such attorneys, and their
10 expert witnesses, consultants and representatives retained in connection with this Action
11 each expressly stipulates to the personal jurisdiction of this Court for the purpose of any
12 proceeding brought by a Party to this Action to enforce this Stipulation and Protective
13 Order.

14 12.5 Filing Protected Material. Without written permission from the Designating
15 Party or a court order secured after appropriate notice to all interested persons, a Party may
16 not file in the public record in this Action, or any other action, any Protected Material. A
17 Party that seeks to file under seal any Protected Material must comply with Civil Local
18 Rule 79-5. Protected Material may only be filed under seal pursuant to a court order
19 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local
20 Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
21 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
22 protection under the law. If a Receiving Party's request to file Protected Material under
23 seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may
24 file the information in the public record pursuant to Civil Local Rule 79-5 unless otherwise
25 instructed by the court. While a motion to seal is pending before the Court, no Party shall
26 make use in open court, in public, or in any way inconsistent with the protection in this
27 order of any Disclosure or Discovery Material that is subject to that motion to seal without
28 the consent of the Designating Party or the permission of the Court.

1 13. FINAL DISPOSITION

2 Within 90 days after the final disposition of this Action, as defined in paragraph 4,
3 each Receiving Party must return all Protected Material to the Producing Party or destroy
4 such material. As used in this subdivision, “all Protected Material” includes all reasonably
5 accessible copies, abstracts, compilations, summaries, and any other format reproducing or
6 capturing any of the Protected Material. Whether the Protected Material is returned or
7 destroyed, the Receiving Party must submit a written certification to the Producing Party
8 (and, if not the same person or entity, to the Designating Party) by the 90 day deadline that
9 (1) identifies (by category, where appropriate) all the Protected Material that was returned
10 or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
11 compilations, summaries or any other format reproducing or capturing any of the Protected
12 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of
13 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, Expert reports and work product, attorney
15 work product, and consultant work product, even if such materials contain Protected
16 Material. Any such archival copies that contain or constitute as Protected Material remain
17 subject to this Protective Order as set forth in Section 4 (DURATION).

18 **IT IS SO ORDERED.**

19 Dated: December 28, 2023



20 CHARLES R. BREYER
21 United States District Judge

EXHIBIT 3

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18 *[Additional Counsel Listed on Signature Page]*

19 **UNITED STATES DISTRICT COURT**

20 **NORTHERN DISTRICT OF CALIFORNIA**

21 **SAN FRANCISCO DIVISION**

22 IN RE: UBER TECHNOLOGIES, INC.,
23 PASSENGER SEXUAL ASSAULT
24 LITIGATION

Case No. 3:23-md-03084-CRB

**DEFENDANTS UBER TECHNOLOGIES,
INC., RASIER, LLC, RASIER-CA, LLC'S
MOTION TO ENFORCE PROTECTIVE
ORDER**

25 This Document Relates to:

26 ALL ACTIONS

Judge: Honorable Charles R. Breyer

Courtroom: 6 - 17th Floor

Date: August 22, 2025

Time: 10:00 a.m.

Location: 17th Floor, Courtroom 6

1 **NOTICE OF MOTION AND MOTION TO ENFORCE PROTECTIVE ORDER**¹

2 TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 PLEASE TAKE NOTICE that, on August 22, 2025, or as soon as the Court is available for
4 hearing following the completion of briefing, before the Honorable Charles R. Breyer in Courtroom
5 No. 6 on the 17th Floor of the San Francisco Courthouse for the above-entitled Court, located at 450
6 Golden Gate Avenue, San Francisco, CA 94102, Defendants Uber Technologies, Inc., Rasier, LLC,
7 and Rasier-CA, LLC (collectively, “Defendants”) will and hereby do move the Court to enforce the
8 Protective Order entered in this action. [ECF 176] Specifically, Defendants seek entry of an Order: (a)
9 finding the Confidential Information is covered by the Protective Order, which requires the
10 Confidential Information be used “only for prosecuting, defending, or attempting to settle this Action
11 or the [related JCCP] consolidated action...” [ECF 176, ¶7.1]; (b) requiring Bret Stanley, within three
12 days of the date of the Order, to identify all persons outside of the MDL or JCCP to whom he has
13 disclosed, or with whom he has discussed, any information covered by the Protective Order, including
14 without limitation, the Confidential Information; and (c) requiring Bret Stanley, within three days of
15 the date of this Order, to provide a copy of this Order to all persons identified pursuant to paragraph
16 (b) of the Order.²

17 The Motion to Enforce Protective Order (the “Motion”) is based on this Notice of Motion and
18 Motion; the attached Memorandum of Points and Authorities; the accompanying Declaration of
19 Veronica Hayes Gromada, dated July 18, 2025; and the pleadings and papers on file herein.

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25
26 ¹ This Motion is being filed and noticed for hearing before the Honorable Charles R. Breyer because
he is the issuing Court who entered the Protective Order at issue in this Motion.

27 ² Defendants reserve the right to seek appropriate sanctions for violations of the Protective Order as
28 the facts may develop in connection with this Motion and following based on any Orders by the issuing
court.

1 DATED: July 18, 2025

SHOOK, HARDY & BACON L.L.P.

2 By: /s/ Michael B. Shortnacy

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13 *Attorney for Defendants*

14 UBER TECHNOLOGIES, INC.,

15 RASIER, LLC, and RASIER-CA, LLC

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TABLE OF AUTHORITIES

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Cases

Bartlett v. Societe Generale de Banque au Liban SAL, No. 19-CV-00007 (CBA) (TAM), 2024 WL 5168734 (E.D.N.Y. Dec. 19, 2024).....8

In re Dual-Deck Video Cassette Recorder Antitrust Litig., 10 F.3d 693 (9th Cir. 1993)11

Gonzales v. Charter Commc’ns, LLC, No. 2:20-CV-08299-SB-AS, 2022 WL 570003 (C.D. Cal. Jan. 26, 2022)2, 7

Hu-Friedy Mfg. Co. v. Gen. Elec. Co., 1999 WL 528545 (N.D. Ill. July 19, 1999).....12

Mahboob v. Educ. Credit Mgmt. Corp., No. 15-CV-0628-TWR-AGS, 2021 WL 818971 (S.D. Cal. Mar. 2, 2021), report and recommendation adopted, No. 15-CV-628 TWR (AGS), 2021 WL 7448532 (S.D. Cal. Mar. 31, 2021).....2, 7

MKS Instruments, Inc. v. Advanced Energy Indus., Inc., No. CV 03-469 JJF, 2005 WL 8170603 (D. Del. June 27, 2005)7

MPI Tech A/S v. Int’l Bus. Machines Corp., No. 15CV4891 (LGS) (DF), 2017 WL 11896263 (S.D.N.Y. Apr. 18, 2017)7

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Silicon Genesis Corp. v. EV Grp. E. Thallner GmbH, No. 22-CV-04986-JSC, 2023 WL 6882749 (N.D. Cal. Oct. 18, 2023) (Corley, J.).....2, 8

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction and Summary of Argument

This Court entered a Protective Order to facilitate MDL discovery by ensuring confidential information would be used “*only* for prosecuting, defending, or attempting to settle this Action or the [related JCCP] consolidated action...” ECF 176, ¶7.1 (emphasis added). Of course, the Protective Order also requires that confidential information “be disclosed only to the categories of persons and under the conditions described in this Order.” *Id.* Unfortunately, a member of Plaintiffs’ Steering Committee (“PSC”), Bret Stanley, is violating both of these restrictions. Mr. Stanley has shared information from Protected Material with persons unrelated to this litigation who are not permitted to receive it and have not agreed to be bound by the Protective Order. Mr. Stanley is also using material covered by the Protective Order to prosecute cases unrelated to this MDL or the JCCP.

Mr. Stanley *admittedly* used the content of MDL documents designated Confidential and Highly Confidential/Attorneys’ Eyes Only (“AEO”) to create a spreadsheet listing 587 of Defendants’ internal policy related resources and identifying the repository where each resource is maintained (the “Confidential Information”). Mr. Stanley has now violated the Protective Order by: (1) using this information to prosecute non-MDL or JCCP cases; and (2) disclosing this information to persons not entitled to receive it.

Specifically, Mr. Stanley has: (1) disclosed the list of 587 policy related resources, and the repository (or “homepage”) where each resource is maintained, to his co-counsel (not counsel of record in the MDL or JCCP) in two cases against Defendants involving car accidents, *Lord v. Uber Technologies, Inc.* (“*Lord*”) and *Smith v. Uber Technologies, Inc.* (“*Smith*”); (2) propounded discovery in *Lord* listing and requesting 473 resources that he admittedly identified by reviewing Confidential and Highly Confidential/AEO MDL documents; and (3) propounded discovery in *Smith* listing and requesting 19 resources that he admittedly identified by reviewing Confidential and Highly Confidential/AEO MDL documents. Moreover, another partner at the law firm of Mr. Stanley’s *Lord* co-counsel propounded a request for production in yet another case, *Casey Jones v. Uber Technologies, Inc.* (“*Jones*”) that is nearly identical to the *Lord* discovery and again lists and requests 473 resources that Mr. Stanley admittedly identified by reviewing Confidential and Highly

Confidential/AEO MDL documents. Finally, counsel in yet another case against Defendants, *Soto v. Uber Technologies, Inc.* (“*Soto*”), which is pending in New Jersey state court like *Lord* and *Jones*, issued a request for production nearly identical to those in *Lord* and *Jones*.

Mr. Stanley’s use and disclosure of material covered by the Protective Order to prosecute other cases is a violation of this Court’s Protective Order. *On Command Video Corp. v. LodgeNet Ent. Corp.*, 976 F. Supp. 917, 923 (N.D. Cal. 1997) (finding the protective order was violated where covered information was used to prosecute another lawsuit); *Gonzales v. Charter Commc’ns, LLC*, No. 2:20-CV-08299-SB-AS, 2022 WL 570003, at *4-5 (C.D. Cal. Jan. 26, 2022) (finding counsel’s use of confidential policies to file another case violated protective order); *Mahboob v. Educ. Credit Mgmt. Corp.*, No. 15-CV-0628-TWR-AGS, 2021 WL 818971, at *3 (S.D. Cal. Mar. 2, 2021), report and recommendation adopted, No. 15-CV-628 TWR (AGS), 2021 WL 7448532 (S.D. Cal. Mar. 31, 2021); *Silicon Genesis Corp. v. EV Grp. E. Thallner GmbH*, No. 22-CV-04986-JSC, 2023 WL 6882749, at *3 (N.D. Cal. Oct. 18, 2023) (Corley, J.) (holding party in contempt for using information derived from a confidential document to file another case). When confronted with his violations, Mr. Stanley and the PSC claimed that the names of Defendants’ “policies”³ are not confidential without further explanation. This argument is belied by the plain language of the Protective Order, which states that its “protections...cover...any information copied or extracted from” Protected Material (i.e., documents designated Confidential or Highly Confidential/AEO). ECF 176, ¶3.

Notwithstanding Mr. Stanley’s clear violation, Defendants attempted to resolve this dispute by asking Mr. Stanley and the PSC to: (1) confirm that there had been no disclosure of confidential information beyond *Smith* and *Lord* cases; and (2) agree that Mr. Stanley and the PSC would not use policy related resources or other information from confidential documents without requesting permission from Defendants or the Court as required by the Protective Order. Mr. Stanley represented

³ Mr. Stanley calls the resources listed on his spreadsheet “policies.” This is a misnomer and a sleight of hand. The spreadsheet does not list static documents one would typically associate with a “policy.” Rather, the spreadsheet identifies and/or references specific resources within Defendants’ internal computer systems. In some cases, the resource contains one document. In other cases, the resource is a folder containing multiple documents. In other cases, the resource contains an interface or tool used by Defendants’ agents. As a result, Mr. Stanley’s spreadsheet is best described as containing “policy related resources.”

1 there had been no disclosures beyond *Smith* and *Lord* but rejected the compromise proposal
2 maintaining that he had “not shared...any confidential documents, summaries, or other substantive
3 information from Uber documents...” The PSC did not separately respond to the compromise
4 proposal. After Mr. Stanley’s representation, Defendants learned about the further disclosure and use
5 of the Confidential Information in *Jones* and *Soto*.

6 As a result, facing the risk of competitive harm from the repeated improper disclosure,
7 Defendants are left with no choice but to file the instant motion, respectfully requesting that the Court
8 enforce its Protective Order.

9 **II. Facts**

10 **A. The Protective Order restricts the use and disclosure of Protected Material.**

11 On December 28, 2023, this Court entered a Protective Order governing the disclosure of
12 confidential information outside this MDL. ECF 176. The purpose of this Court’s Protective Order is
13 to provide confidential, proprietary, or private information “special protection from public disclosure
14 and from use for any purpose other than prosecuting this litigation...” ECF 176, ¶1. Consistent with
15 this purpose, the Protective Order requires that a Receiving Party use covered material “*only* for
16 prosecuting, defending, or attempting to settle this Action or the [related JCCP] consolidated action...”
17 ECF 176, ¶7.1 (emphasis added). In addition to the use restriction, Protected Material “may be
18 disclosed only to the categories of persons and under the conditions described in” the Protective Order.
19 ECF 176, ¶7.1.⁴

20 The Protective Order “cover[s] not only Protected Material” but also “any information copied
21 or *extracted* from Protected Material,” and “all copies, *excerpts, summaries, or compilations* of
22 Protected Material,” and any “conversations...by Parties or their Counsel that might reveal Protected
23 Material.” ECF 176, ¶3 (emphasis added). Protected Material is material designated Confidential or
24
25
26

27 ⁴ Aside from a few narrow exceptions (*e.g.*, the Court, court personnel, attorneys of record),
28 Confidential and Highly Confidential/AEO material can only be disclosed: (a) to persons identified in
the Protective Order *after* they execute the Acknowledgement and Agreement to be Bound; (b) with
the permission of the Disclosing Party; or (c) by Court Order. ECF 176, ¶¶7.2, 7.3.

1 Highly Confidential/AEO. ECF 176, ¶2.16. A Party is required to follow the procedure outlined by
 2 the Protective Order to challenge a confidentiality designation. ECF 176, ¶6.⁵

3 **B. Defendants produce policy related documents designated Confidential and Highly**
 4 **Confidential/AEO.**

5 Because Plaintiffs did not believe Defendants had produced all documents responsive to their
 6 discovery requests, the Magistrate Judge ordered Defendants, over their objection, to produce an
 7 “index, list, table of contents, or some other comparable record...of Uber’s policies” and “homepages
 8 that operationalize those policies.” ECF 706 at 2:7-11. At the conference that led to this Order, the
 9 Magistrate Judge explained that the purpose of ordering the production of such information was to
 10 enable Plaintiffs to “participate in the identification of relevant policies....” *See*, Ex. A, Declaration of
 11 Veronica Hayes Gromada (“Gromada Dec.”), Ex. 2 (June 11, 2024 transcript) at 25:15-26:4; 28:19-
 12 29:1.

13 In response to this Order, on July 26, 2024, August 30, 2024, August 31, 2024, and
 14 September 6, 2024, Defendants produced documents reflecting indexes or lists of policy related
 15 resources drawn from different business units throughout the company, along with homepages related
 16 to those resources. Ex. A, Gromada Dec., ¶7. Defendants designated these documents Confidential or
 17 Highly Confidential/AEO pursuant to the Protective Order. *Id.*

18 **C. Mr. Stanley compiles a list of policy related resources and their related homepages**
 19 **by reviewing Defendants’ Confidential and Highly Confidential/AEO MDL**
 20 **production.**

21 On October 9, 2024, Mr. Stanley emailed a list of policy related resources to Defendants’
 22 counsel—a spreadsheet listing 860 resources and related homepages (the “October 2024 Spreadsheet”).
 23 Ex. A, Gromada Dec., ¶9-11 & Ex. 3. Mr. Stanley admitted that the October 2024 Spreadsheet was
 24 created largely from MDL documents and explained: “[i]f the Policy on this spreadsheet was identified
 25 from documents produced in the MDL, then you will find Beg Bates and Source information
 26 identifying where the policy name was pulled from.” *Id.*, Ex. 3.

27 _____
 28 ⁵ The first stage of the challenge process is to initiate a meet and confer with a written notice of each
 designation being challenged and the basis for each challenge. ECF 176, ¶6.2. A Party may proceed
 to the next stage “only” if it has conferred or establishes that the Designating Party will not do so. *Id.*

At a December 19, 2024 status conference, Mr. Stanley confirmed that he created the October 2024 Spreadsheet by reviewing Defendants' Confidential and Highly Confidential/AEO MDL production. *Id.*, ¶14 & Ex. 4 at 32:6-12 (December 19, 2024 transcript). Mr. Stanley said his October 2024 Spreadsheet listed the MDL document in which he identified a policy related resource "by Bates label." *Id.*, Ex. 4 at 36:12-16.

Mr. Stanley's October 2024 Spreadsheet contains 587 policy related resources identified by the MDL Bates number of the document where it was identified. Ex. A, Gromada Dec., ¶10 & Ex. 3. All of the source documents listed on the October 2024 Spreadsheet by MDL Bates number were designated Confidential or Highly Confidential/AEO. *Id.*, ¶12 and Ex. 3.

Plaintiffs have not challenged Defendants' designation of these documents through the process required by the Protective Order. *Id.*, ¶13.

D. Mr. Stanley uses his October 2024 Spreadsheet to prosecute other cases.

Mr. Stanley recently appeared as additional counsel in two state court cases involving alleged vehicle accidents:⁶ *Smith v. Uber Technologies, Inc., et al.* (Bexar County, Texas) and *Lord v. Uber Technologies, Inc., et al.* (Mercer County, New Jersey). Ex. A, Gromada Dec., ¶ 18.

On April 16, 2025, Mr. Stanley's co-counsel in *Lord* served a 12th Supplemental Notice to Produce containing 41 requests including for "the Documents accessible via the hyperlinks shown in Appendix A." *Id.*, ¶20 & Ex. 6 at Req. No. 41. Appendix A is a spreadsheet listing 891 policy related resources. *Id.*, ¶20 & Ex. 6. *Of the 891 documents listed in Appendix A to the Lord Notice to Produce, 473 were identified by MDL Bates number on the October 2024 Spreadsheet. Id. at ¶21.*⁷

Similarly, on April 17, 2025, Mr. Stanley served a Fifth Set of Requests for Production in *Smith* seeking, *inter alia*, the prior two and subsequent two versions of the "Articles/Policies identified in Exhibit A." Ex. A, Gromada Dec., ¶27 & Ex. 7 at Req. Nos. 80-82. Exhibit A is a spreadsheet identifying 180 policy related resources. *Id.* at Ex. 7. Of the 180 resources on Exhibit A, nineteen were identified by MDL Bates number on the October 2024 Spreadsheet. *Id.* at ¶28.

⁶ Ex. A, Gromada Dec., Ex. 8 at p. 4 (reflecting that *Smith* involves an Uber Eats trip that resulted in a collision) & Ex. 5 at 19:5-9 (reflecting that *Lord* involves "an automobile accident...").

⁷ Defendants excluded any document appearing on Mr. Stanley's May 2024 Spreadsheet from this comparison because those are not governed by the MDL Protective Order.

E. Defendants demand that Mr. Stanley cease violating the Protective Order.

On May 26, 2025, Defendants demanded that Mr. Stanley cease violating the Protective Order. *Id.*, ¶31 & Ex. 10. Mr. Stanley and the PSC responded separately denying any violation. *Id.*, ¶32-33 & Exs. 11 & 12. The parties conferred in an attempt to resolve this dispute on June 30, 2025. *Id.* at ¶35. During that conferral, Mr. Stanley argued that the names of Defendants’ policies are not confidential and it “promotes efficiency” for him to use policy names identified in the MDL in other litigation. *Id.* Mr. Stanley and the PSC representative were asked (twice) whether it was their position that the content on the face of one Confidential MDL document identified as a source on the October 2024 Spreadsheet, UBER_JCCP_MDL_000250806, was not confidential. *Id.* They refused to answer saying it would not be productive to review specific documents. *Id.* However, Mr. Stanley and the PSC confirmed that they are not contending that any particular document was improperly designated as Confidential or Highly Confidential/AEO by Defendants. *Id.* at ¶36.

While Defendants vehemently disagreed with Mr. Stanley and the PSC’s position, it proposed an “agreement to disagree” whereby: (a) Mr. Stanley and the PSC “confirm that the only cases in which the names of [Defendants’] policies identified in the MDL have been used are the *Smith* and *Lord* cases identified in our letter;” and (b) “agree that before using the names of [Defendants’] policies or other information from confidential documents identified in the MDL in any other case, you will seek either [Defendants’] permission or permission from the MDL Court.” *Id.* at ¶37 & Ex. 14.

Mr. Stanley and the PSC refused. *Id.* at ¶38 & Ex. 15. Notably, Mr. Stanley’s response states, “I confirm that the only matters I have made requests for production of KB Policies / Articles specifically by name are the *Smith* and *Lord* matters.” *Id.*

F. Defendants recently learned that Mr. Stanley’s October 2024 Spreadsheet is being disseminated among counsel for plaintiffs in other litigation against Defendants.

Defendants recently discovered that Mr. Stanley’s co-counsel in *Lord*, Bruce Stern of Stark and Stark, publicly filed the Notice to Produce that included a spreadsheet of policy related resources and refused to remove it from the New Jersey filing. *Id.* at ¶39. Defendants also discovered that another attorney with Stark and Stark had served the *Jones* request to produce, which is nearly identical to the *Lord* Notice to Produce. *Id.* at ¶40 & Ex. 16. Defendants also discovered that, on July 11, 2025, the

1 same day Mr. Stanley rejected Defendants' proposed agreement, counsel in another case against
2 Defendants in New Jersey, *Soto*, served a request to produce nearly identical to those in *Lord* and
3 Casey but with certain resources related to sexual assault and sexual misconduct redacted. *Id.* at ¶42
4 & Ex. 17.

5 **G. Mr. Stanley did not know the Confidential Information before Defendants**
6 **produced Confidential and Highly Confidential/AEO documents in the MDL**
7 **documents.**

8 In rejecting Defendants' proposed compromise, Mr. Stanley referenced his knowledge of some
9 policy related information from other litigation against Defendants. Ex. A, Gromada Dec., Ex. 15.
10 While Mr. Stanley had a list of policy related information that he compiled in non-MDL cases against
11 Defendants (the "May 2024 Spreadsheet"), that list contains only 326 policy related resources and
12 does not include the homepages on which any of these resources are maintained. Ex. A, Gromada
13 Dec., ¶¶2-3 & Ex. 1. Defendants do not claim any MDL Protective Order violation from Mr. Stanley's
14 use of his May 2024 Spreadsheet.⁸

15 **III. Argument**

16 **A. Mr. Stanley's use of information extracted from Protected Material to prosecute**
17 **other cases violates the Protective Order.**

18 Mr. Stanley violated the Protective Order by using information extracted from Protected
19 Material to prosecute other cases. ECF 176, ¶¶3, 7.1 (prohibiting use of covered information for any
20 purpose other than "prosecuting, defending, or attempting to settle" the MDL or JCCP).

21 This language unambiguously bars the use of material covered by the Protective Order to
22 prosecute other cases. *On Command Video Corp.*, 976 F. Supp. 917, 923 (N.D. Cal. 1997) (finding
23 the magistrate judge erred by failing to recommend a contempt finding because, where protective order
24 prohibits all uses of confidential information except for "analysis of issues presented in this litigation,"
25 an argument that the protective order "could reasonably be interpreted as permitting the filing of a
26

27 ⁸ Protective orders were entered in some, if not all, of Mr. Stanley's previous cases against Defendants.
28 However, Defendants are unable to presently identify the case in which Mr. Stanley learned of each
document on his May 2024 Spreadsheet and thus cannot prove yet other protective order violations at
this time.

1 completely *separate lawsuit* in state court strains credulity”) (emphasis in original); *Gonzales*, 2022
2 WL 570003, at *4-5 (C.D. Cal. Jan. 26, 2022) (finding counsel’s use of confidential policies to file
3 another case violated protective order); *Mahboob*, 2021 WL 818971, at *3 (S.D. Cal. Mar. 2, 2021),
4 *report and recommendation adopted*, No. 15-CV-628 TWR (AGS), 2021 WL 7448532 (S.D. Cal.
5 Mar. 31, 2021) (imposing sanctions where counsel used confidential information to file a separate
6 action).⁹

7 Similarly, the *Silicon Genesis Corp.* court held a party in contempt for using information
8 derived from a confidential document to file another case finding that, “[b]ecause the Protective
9 Order’s plain language protects confidential information produced in this action ‘from use for any
10 purpose other than prosecuting this litigation,’ there exists no good faith and reasonable
11 interpretation...permitting EVG’s use of SiGen’s confidential information to instigate a foreign
12 action.” 2023 WL 6882749, at *3 (N.D. Cal. Oct. 18, 2023) (Corley, J.).

13 Mr. Stanley used extensive specific information extracted from Confidential and Highly
14 Confidential/AEO documents produced by Defendants in this MDL in order to draft the discovery
15 requests propounded in *Lord* and *Smith*. Thus, as in the above decisions, Mr. Stanley violated the
16 Protective Order by using covered information to prosecute other cases.

17 **B. Mr. Stanley’s disclosure of information extracted from Protected Material**
18 **violates the Protective Order.**

19 Mr. Stanley also disclosed information in violation of the Protective Order. ECF 176, ¶7.2-7.3.
20 Nothing in the Protective Order allows disclosure of covered information to counsel prosecuting other
21 cases against Defendants. ECF 176, ¶7.2-7.3. Importantly, where the Protective Order permits
22 disclosure of covered material, recipients are generally required to sign the Acknowledgement and
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25 ⁹ See also *MPI Tech A/S v. Int’l Bus. Machines Corp.*, No. 15CV4891 (LGS) (DF), 2017 WL
26 11896263, at *6-10 (S.D.N.Y. Apr. 18, 2017) (recommending contempt finding where counsel used
27 confidential material to file new claims); *MKS Instruments, Inc. v. Advanced Energy Indus., Inc.*, No.
28 CV 03-469 JJF, 2005 WL 8170603, at *1-3 (D. Del. June 27, 2005) (finding party violated protective
order when it attached its expert report from one case, which “relied upon confidential documents,” in
its petition for injunction in another case); *Bartlett v. Societe Generale de Banque au Liban SAL*, No.
19-CV-00007 (CBA) (TAM), 2024 WL 5168734, at *5 (E.D.N.Y. Dec. 19, 2024).

1 Agreement to be Bound to protect against further dissemination of confidential material. ECF 176,
2 ¶7.2-7.3.

3 Here, covered material was disclosed to persons not entitled to receive it who did not agree to
4 be bound by the Protective Order. The predictable result - which the MDL Protective Order was
5 intended to prevent - is that the covered material has apparently been shared by Mr. Stanley's *Lord*
6 co-counsel with a colleague at his firm and other counsel prosecuting cases against Defendants. Ex.
7 A, Gromada Dec., ¶40-42. Notably, Mr. Stanley has also publicly disclosed information covered by
8 the Protective Order because his co-counsel in *Lord* included his 12th Supplemental Notice to Produce
9 in a public filing and, as of the date of filing, refuses to remove it. *Id.* at ¶39. Moreover, to date, Mr.
10 Stanley's co-counsel in *Lord* has refused to agree to the entry of a protective order. *Id.* at ¶39.

11 **C. By its plain language, the Protective Order covers the policy related resources.**

12 The policy related resources on Mr. Stanley's October 2024 Spreadsheet are covered by the
13 Protective Order. Mr. Stanley and the PSC declined to explain why they believe information contained
14 on the face of Confidential and Highly Confidential/AEO documents is not covered by the Protective
15 Order, likely because the plain language of the Protective Order forecloses this position.

16 The restrictions of the Protective Order apply to Protected Material *and* "any information
17 copied or extracted from Protected Material" and "all copies, excerpts, summaries, or compilations of
18 Protected Material..." ECF 176, ¶¶3, 7.1. Protected Material is material designated Confidential or
19 Highly Confidential/AEO. ECF 176, ¶2.16. Thus, if information is contained on a document
20 designated Confidential or Highly Confidential/AEO, it is covered by the Protective Order. If Plaintiffs
21 disagreed with Defendants' designations, they were required to follow the Protective Order challenge
22 process.

23 Here, Mr. Stanley admittedly extracted the policy related resources and the homepage in which
24 the resources are maintained from Confidential and Highly Confidential/AEO documents. The
25 Protective Order therefore covers this information. Moreover, if Mr. Stanley or the PSC believed that
26 information on documents marked Confidential or Highly Confidential/AEO was not confidential,
27 they were required to challenge the designation. They failed to do so. Nor did Mr. Stanley ask this
28 Court to modify the Protective Order to permit the use of information covered by the Protective Order

1 in his motor vehicle accident cases. Instead, Mr. Stanley unilaterally decided that information on
2 documents marked Confidential and Highly Confidential/AEO was not confidential.¹⁰ Allowing such
3 conduct would render protective orders meaningless.

4 The Court should not sanction any request to analyze whether the documents containing the
5 policy related resources were properly designated confidential *after* Mr. Stanley and the PSC failed to
6 challenge these designations and *after* Mr. Stanley violated the Protective Order. Doing so would
7 encourage counsel to violate protective orders and challenge confidentiality designations only if and
8 when they are caught.

9 However, parties routinely - and properly - designate this type of information as confidential.
10 The Protective Order identifies “confidential...business or commercial information” as confidential.
11 ECF 176, ¶2.3. The Confidential and Highly Confidential/AEO documents not only reflect policy
12 related resources, which are confidential, they also identify the homepages on which these resources
13 are located effectively creating a roadmap of Defendants’ information infrastructure. Ex. A, Gromada
14 Dec., ¶30. Moreover, the way these resources are organized reveals how they are used within
15 Defendants’ business, including what resources are available to what personnel. *Id.* Defendants
16 developed their information infrastructure over a long period of time at significant cost. *Id.* Knowledge
17 of these resources and the manner in which Defendants organize them should not be public, as they
18 are even restricted by roles and responsibilities within the business. *Id.*

19 Thus, the documents were properly designated Confidential or Highly Confidential/AEO.

20 **D. A compilation of 587 of Defendants’ policy related resources, along with the**
21 **homepage on which each resource is maintained, is not “general knowledge and**
22 **experience” Mr. Stanley gained by litigating the MDL.**

23 Defendants agree with the PSC’s contention that counsel are permitted to use “general
24 knowledge” and experience gained by litigating other cases because they cannot achieve “total
25 amnesia.” Ex. A, Gromada Dec., Ex. 12 (PSC letter). But this principle is irrelevant here.

26 ¹⁰ Mr. Stanley’s apparent interpretation of the Protective Order, which would allow him to keep (and
27 use) the October 2024 Spreadsheet even though it was created by extracting information from
28 Protective Material, would render the requirement to return or destroy Protected Material, and all
“abstracts, compilations, summaries, and any other format reproducing or capturing any of the
Protected Material,” within 90 days of the disposition of the MDL, a nullity. ECF 176, ¶13.

1 Mr. Stanley is not using “general knowledge” and no one is asking him to achieve “total
2 amnesia.” Instead, Mr. Stanley is using his October 2024 Spreadsheet, which lists 587 policy related
3 resources and the homepage on which each resource is maintained within Defendants’ systems. This
4 is information Mr. Stanley admittedly extracted from Confidential and Highly Confidential/AEO
5 documents produced in the MDL that he identified by Bates number. Mr. Stanley did not claim that
6 he has a photographic recollection of these materials and thus cannot seriously argue that the details
7 on his October 2024 Spreadsheet are “general knowledge.” Instead, he claimed the information was
8 not confidential.

9 Unsurprisingly, in conferrals, Mr. Stanley and the PSC cited no legal authority suggesting a
10 party can compile detailed information from documents covered by a protective order then claim this
11 is “general knowledge” that can be used to prosecute other cases. Instead, they cited a case observing
12 that counsel need not achieve “total amnesia,” which involved a protective order prohibiting the use
13 of “all information produced in discovery” whether confidential or not. *In re Dual-Deck Video*
14 *Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 694 (9th Cir. 1993). Because of its breadth, that order
15 would require counsel to achieve total amnesia “if taken literally....” 10 F.3d 693, 695.

16 That is not the situation here. *Dual-Deck* involved counsel’s knowledge of a few specific facts
17 revealed in discovery. Namely, the plaintiff’s counsel learned of an antitrust violation by the defendant
18 and filed a second lawsuit based on this information. 10 F.3d at 694. Unlike the extensive and detailed
19 list at issue here, counsel in *Dual-Deck* was not going to forget this specific antitrust violation and the
20 supporting documents.¹¹ The *Dual-Deck* court also found that enforcing the strict terms of its (much
21 broader) protective order would have improperly resulted in “immunity from suit.” *Id.* at 696. Here,

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23
24 ¹¹ Further, the party seeking sanctions in *Dual-Deck* did not claim that confidential information was
25 disclosed or that the purposes of the protective order were violated. 10 F.3d 693, 694. The court found
26 that the plaintiff technically violated the protective order. *Id.* at 695. The court, however, declined to
27 impose contempt sanctions because the moving party failed to meet its burden of proving a lack of
28 substantial compliance with a reasonable interpretation of the order by clear and convincing evidence
considering the breadth of the order, the purpose of the order, and the lack of disclosure of confidential
information. *Id.* Here, Mr. Stanley has not substantially complied with the Protective Order,
information within Confidential and Highly Confidential/AEO documents has been disclosed, and the
purposes of the Protective Order have been violated.

no one is preventing any party from filing suit against Defendants (indeed, the *Lord* and *Smith* plaintiffs filed suit long before Mr. Stanley appeared and propounded his discovery).

Other cases cited by Mr. Stanley and the PSC are also inapposite. In *Streck, Inc. v. Rsch. & Diagnostic Sys., Inc.*, counsel in a patent infringement case “general[ly] reference[d]” confidential documents, without disclosing them, to impeach a witness in a related PTO proceeding. 250 F.R.D. 426, 427-433 (D. Neb. 2008). Here, Mr. Stanley has disclosed the content of Confidential and Highly Confidential/AEO MDL documents. Moreover, Mr. Stanley is not making “general reference” to documents. Instead, Mr. Stanley specifically listed 473 policy related resources and the homepage in which each resource is kept in the *Lord* Notice to Produce. *Streck* might be relevant if Mr. Stanley heard a witness in other litigation testify that a certain document does not exist when he recalled that it does. The facts here are obviously - and fundamentally - different from that scenario.¹²

Mr. Stanley is not using general knowledge. Instead, he is using extensive detailed information that he extracted from documents marked Confidential and Highly Confidential/AEO. The Protective Order does not allow this conduct. As a practical matter, allowing MDL discovery to serve as a litigation war chest that plaintiffs attorneys could use in future litigation involving *any* type of claim - without seeking permission from any court - would significantly hinder the flow of information that protective orders are meant to facilitate.

E. Attorneys cannot disregard the Protective Order to promote “efficiency.”

Efficiency in litigating other, unrelated matters is not an excuse to violate a Protective Order.¹³ If Mr. Stanley truly believed it was efficient and appropriate to request large portions of confidential

¹² In *Hu-Friedy Mfg. Co. v. Gen. Elec. Co.*, cited by the PSC, the defendant argued that a law firm could not represent its opponent because the firm previously represented a party with a similar claim and would therefore “inevitably use” confidential information from the prior case and have an unfair “head start” in understanding discovery materials. No. 99 C 0762, 1999 WL 528545, at *1-2 (N.D. Ill. July 19, 1999). The defendant in *Hu-Friedy Mfg.* did not even identify any confidential information that was used. *Hu-Friedy Mfg.* bears no resemblance to the facts here.

¹³ Perhaps Mr. Stanley relies on an “efficiency” argument because the Magistrate Judge cited efficiency as a reason to allow Mr. Stanley, *in response to a subpoena*, to produce documents in the MDL that he possessed from other litigation against Defendants. Ex. A, Gromada Dec., Ex 13 at 34:13-35:12 (October 1, 2024 transcript). Initially, in that instance, Plaintiffs followed the *process* of issuing a subpoena which gave Defendants *notice* and an opportunity to challenge. Here, the required process was ignored. Moreover, while recognizing efficiency concerns, the Magistrate Judge also explained the importance of analyzing relevance and proportionality on a case by case basis when parties seek

MDL discovery in car accident cases, he could have asked this Court to allow that. He did not. Mr. Stanley has been telling the same story-which he reiterated at the conferral-for years. He claims Defendants are not producing relevant information and his “policy” list can identify information that should have been produced. Public policy and the public’s trust in the judicial system, binding orders of the Court, and the rule of law, all require enforcement of the Protective Order in these circumstances.

The *Lord* Notice to Produce debunks this story. In a 12th Supplemental Notice to Produce in a car accident case, Mr. Stanley’s co-counsel propounded 41 requests including requests for 891 policy related resources (473 of which were identified in Confidential and Highly Confidential/AEO MDL documents). Ex. A, Gromada Dec., ¶21 & Ex. 6. Many of these resources are self-evidently irrelevant to the driver classification issue.¹⁴ Moreover, the *Lord* Notice to Produce is largely copied from MDL discovery and thus completely divorced from the issues presented. The seventy-nine defined terms in the *Lord* Notice to Produce include “Woman to Woman Matching” and “Date of Uber’s Safety Taxonomy Implementation.” Ex. A, Gromada Dec., Ex. 6. These are MDL definitions that have nothing to do with the car accident in *Lord*. Ex. A, Gromada Dec., compare Ex. 6 (*Lord* Notice to Produce) with Ex. 9 (MDL Bellwether WHB 823 request).

There is nothing efficient about this type of discovery - it is meant to drive up the cost of litigation to extort settlements. The discovery requests in *Lord*, *Jones*, *Soto*, and *Smith* are not attempts to propound proportionate discovery related to relevant issues. These are cut and paste jobs seeking the same burdensome discovery regardless of the facts of the individual case.

Ultimately, it does not matter whether the discovery propounded by Mr. Stanley, attorneys at his co-counsel’s firm, and other attorneys to whom the confidential information has been disclosed, is

to obtain discovery from other cases. *Id.* at 35:20-36:3 (“[I]n other cases where I’ve handled this issue, even where you’re talking about two antitrust cases, I still parse through what the claims are in the respective cases and what the -- what the discovery disputes -- or what the discovery is that’s requested to make sure that it’s not as simple as copy and dump.”). Here, Mr. Stanley did not allow any court to parse through the propriety of using information covered by the Protective Order to seek discovery in other cases. Moreover, it is obviously improper to request hundreds of policy related resources-including resources related to sexual assault and misconduct and other topics that govern Defendants’ employees but have nothing to do the driver classification issue-in car accident cases.

¹⁴ For example, an individual employee’s transition material (Ex. 6 at Row 605) or resources for Defendants’ employees that could not be relevant to driver classification (Ex. 6 at Rows 738 and 15).

appropriate in those cases. It is a violation of the Protective Order regardless. However, Mr. Stanley's attempt to use Defendants' alleged lack of disclosure to excuse his violation of the Protective Order is not only legally irrelevant, it is also factually inaccurate.

IV. Conclusion

Defendants' internal company-policy related resources and the homepages on which these resources are maintained, which were identified by Mr. Stanley by reviewing the content of Confidential and Highly Confidential/AEO MDL documents, are covered by the Protective Order. Thus, Mr. Stanley's use of this information to prosecute other cases, and his disclosure of this information to other unauthorized counsel and non-parties to this MDL, violates the Protective Order. Mr. Stanley maintains his conduct is not a violation. As a result, Court intervention is required to enforce the Protective Order, stop Mr. Stanley's ongoing violations, and prevent further use and dissemination of this Confidential Information.

DATED: July 18, 2025

SHOOK, HARDY & BACON L.L.P.

By: /s/ Michael B. Shortnacy

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UBER TECHNOLOGIES, INC.,

RASIER, LLC, and RASIER-CA, LLC

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EXHIBIT 4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

)
) 23-MD-03084 CRB
)
IN RE: UBER TECHNOLOGIES, INC.,) SAN FRANCISCO, CALIFORNIA
PASSENGER SEXUAL ASSAULT)
LITIGATION.) AUGUST 12, 2025
)
) PAGES 1 - 17

TRANSCRIPT OF REMOTE PROCEEDINGS
BEFORE THE HONORABLE LISA J. CISNEROS
UNITED STATES MAGISTRATE JUDGE

A P P E A R A N C E S:

FOR THE PLAINTIFFS: JOHNSON LAW GROUP
BY: BRET D. STANLEY
2925 RICHMOND AVENUE, SUITE 1700
HOUSTON, TEXAS 77098

CHAFFIN LUHANA
BY: STEVEN COHN
615 IRON CITY DRIVE
PITTSBURGH, PENNSYLVANIA 15205

FOR THE DEFENDANTS: SHOOK, HARDY & BACON
BY: VERONICA GROMADA
JPMORGAN CHASE TOWER
600 TRAVIS STREET, SUITE 3400
HOUSTON, TEXAS 77002

KIRKLAND & ELLIS
BY: CHRISTOPHER COX
601 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

OFFICIAL COURT REPORTER:
IRENE L. RODRIGUEZ, CSR, RMR, CRR
CERTIFICATE NUMBER 8074

PROCEEDINGS RECORDED BY MECHANICAL STENOGRAPHY
TRANSCRIPT PRODUCED WITH COMPUTER

SAN FRANCISCO, CALIFORNIA

AUGUST 12, 2025

P R O C E E D I N G S

(COURT CONVENED AT 11:35 A.M.)

THE CLERK: WE ARE CALLING 23-MD-03084, IN RE UBER
TECHNOLOGIES, INC.

COUNSEL, PLEASE STATE YOUR APPEARANCES FOR THE RECORD
BEGINNING WITH THE PLAINTIFF.

MR. STANLEY: BRET STANLEY ON BEHALF OF THE
PLAINTIFF STEERING COMMITTEE AND JOHNSON LAW GROUP.

MR. COHN: STEVEN COHN ON BEHALF OF PLAINTIFFS.

MR. COX: ON BEHALF OF THE UBER DEFENDANTS,
CHRISTOPHER COX, AND I'M WITH MY COLLEAGUE VERONICA GROMADA
WITH SHOOK, HARDY BACON.

THE COURT: GOOD MORNING. GREAT.

SO WE HAVE TODAY A HEARING ON UBER'S MOTION FOR A
PROTECTIVE ORDER, AND I'VE HAD AN OPPORTUNITY TO REVIEW THE
BRIEFING AS WELL AS THE DECLARATIONS.

SO THIS TO ME JUST -- I'LL GIVE THE PARTIES AN OPPORTUNITY
TO RESPOND TO MY TENTATIVE POSITION, WHICH IS THAT THE
INFORMATION THAT IS CONTAINED IN THE OCTOBER SPREADSHEET IS
CONFIDENTIAL INFORMATION, AND THAT'S BASED ON MY REVIEW OF
MS. GROMADA'S DECLARATION AND THE EXCERPTS THAT SHE PROVIDED.
IT DOESN'T STRIKE ME AS GENERAL KNOWLEDGE.

BUT, MR. STANLEY, YOU CAN RESPOND TO THAT FURTHER.

SO LET'S START AT THAT POINT, AND THEN WE CAN GO FORWARD

11:36AM 1 AS FAR AS WHAT THE REMEDY IS IF I STICK WITH THAT POSITION.

11:36AM 2 MR. STANLEY: OKAY, JUDGE. BRET STANLEY ON BEHALF
11:37AM 3 OF THE PLAINTIFFS.

11:37AM 4 I APPRECIATE THE TIME TO TALK WITH YOU ABOUT THIS ISSUE.
11:37AM 5 IT'S SUPER IMPORTANT, AND IT'S SOMETHING THAT IS GOING TO BE AN
11:37AM 6 ISSUE COMING UP IN MULTIPLE DIFFERENT CASES AS WE GO FORWARD OR
11:37AM 7 COULD BE. SO WE LOOK FORWARD TO HEARING FROM YOU ON THIS.

11:37AM 8 I'D LIKE TO TAKE A STEP BACK AND LOOK AT HOW WE GOT HERE
11:37AM 9 AND DISCUSS WITH YOU SOME OF THE RULINGS THAT YOU'VE MADE AND
11:37AM 10 HOW WE GOT TO THIS POINT.

11:37AM 11 AND SO ON MAY 17TH, AS YOU KNOW, WE SENT, BASED ON THE
11:37AM 12 PAPERS, WE SENT A REQUEST TO UBER FOR THEM TO PRODUCE KNOWLEDGE
11:37AM 13 BASED POLICIES AND ARTICLES IN THIS MDL, AND THAT WAS FROM
11:37AM 14 INFORMATION THAT I HAD GAINED ALONG THE WAY WHERE I IDENTIFIED
11:37AM 15 THE POLICIES REQUESTED TO BE PRODUCED.

11:37AM 16 ALONG THAT TIME BEFORE, UBER HAD NOT IDENTIFIED KNOWLEDGE
11:37AM 17 BASE AS A REPOSITORY OF INFORMATION AND HAD NOT PRODUCED
11:37AM 18 POLICIES BASED ON GENERAL REQUESTS INSIDE OF THE MDL. AND SO
11:38AM 19 WE HAD OUR FIRST HEARING ON THAT ON JULY 11TH, AND IN THAT
11:38AM 20 HEARING --

11:38AM 21 THE COURT: SO THE HISTORY, MR. STANLEY, IT TOOK US
11:38AM 22 A WHILE TO WORK THROUGH THOSE ISSUES AROUND THE PRODUCTION OF
11:38AM 23 THE POLICIES.

11:38AM 24 BUT THE WAY I AM LOOKING AT THIS IS, IS THE INFORMATION
11:38AM 25 THAT IS IN THE SPREADSHEETS, WHICH SEEMS TO HAVE BEEN

11:38AM 1 DISSEMINATED TO OTHERS OUTSIDE OF THIS LITIGATION, DOES IT
11:38AM 2 REFLECT A REPRODUCTION OF INFORMATION THAT WAS CONTAINED IN
11:38AM 3 UBER'S PRODUCTION AND DESIGNATED AS CONFIDENTIAL AND NOT
11:38AM 4 DISPUTED, THE DESIGNATION WASN'T EVER DISPUTED BY THE
11:38AM 5 PLAINTIFFS?

11:38AM 6 SO I THINK THAT -- I UNDERSTAND, LIKE, THE EXERCISE -- TO
11:38AM 7 THE EXTENT THAT YOU'RE GIVING ME THE LARGER HISTORY SO THAT I
11:39AM 8 UNDERSTAND WHY YOU ENDEAVORED TO PUT TOGETHER THE SPREADSHEETS,
11:39AM 9 I THINK THAT'S UNDERSTANDABLE, BUT THE PART OF THE MATTER THAT
11:39AM 10 I THINK I NEED TO FOCUS ON THIS WITH RESPECT TO THIS MOTION IS
11:39AM 11 SIMPLY WAS THERE A DISCLOSURE OF INFORMATION THAT WAS
11:39AM 12 DESIGNATED CONFIDENTIAL AND WHERE THE CONFIDENTIALITY
11:39AM 13 DESIGNATION HAD NEVER BEEN DISPUTED.

11:39AM 14 MR. STANLEY: UNDERSTOOD.

11:39AM 15 THE COURT: THIS LOOKS LIKE NOT GENERALIZED
11:39AM 16 INFORMATION THAT WAS IN THE SPREADSHEET, BUT IT LOOKS LIKE IT
11:39AM 17 WAS LIKE BY HAND SORT OF TRANSCRIBED OR -- FROM THE FACE OF
11:39AM 18 THESE DOCUMENTS.

11:39AM 19 SO IN THAT RESPECT, IT DOESN'T LOOK LIKE GENERALIZED
11:39AM 20 INFORMATION TO ME.

11:39AM 21 MR. STANLEY: AND, JUDGE, I APPRECIATE THAT. AND I
11:39AM 22 ENDEAVORED ALL I COULD TO MAINTAIN AND TO FOLLOW THE PROTECTIVE
11:39AM 23 ORDER IN THE WAY THAT IT IS WRITTEN AND IN A WAY THAT IS
11:39AM 24 REASONABLE FOR THE PRACTICE OF LAW. SO THAT'S WHAT I INTENDED
11:40AM 25 TO DO.

1 AND IN THIS VERY FIRST HEARING, YOU TALKED ABOUT HOW
2 IDENTIFYING THE POLICIES IS HELPFUL. AND WHEN I DID THAT THE
3 FIRST TIME BASED UPON THE INFORMATION THAT I HAD, IT WAS NOT
4 FOUND TO BE IN VIOLATION OF ANY PROTECTIVE ORDER.

5 THE PROTECTIVE ORDER THAT WE HAD IN THIS CASE WAS ALREADY,
6 WAS ALREADY ORDERED AND IN THE CASE AS EARLY AS DECEMBER I
7 THINK OF 2024. FIVE MONTHS LATER I PROVIDE THE IDENTIFICATION
8 OF THESE MATERIALS FROM PRIOR INFORMATION, AND I IDENTIFIED THE
9 CASE FROM WHICH THAT CAME FROM, AND IT CAME IN UNDER NO
10 OBJECTION.

11 AND THEN ALONG THE WAY WE CONTINUED TO IDENTIFY THESE,
12 THESE KNOWLEDGE BASED ARTICLES. I DID NOT SHARE ANY
13 INFORMATION FROM ANY OF THE KNOWLEDGE BASED ARTICLES WITH
14 ANYONE. I JUST IDENTIFIED THEM FOR PRODUCTION.

15 AND AS YOU SEE, PRACTICALLY THE WAY THAT IT HAS WORKED IS
16 UBER HAS WITHHELD THIS INFORMATION FROM OTHER LITIGATIONS AND
17 WITHOUT BEING ABLE TO IDENTIFY SOMETHING TO THEM TO PRODUCE,
18 THEY DON'T PRODUCE IT. THEY DIDN'T PRODUCE IT IN THIS MDL,
19 THEY DON'T PRODUCE IT IN OTHER LITIGATIONS OUTSIDE OF THE MDL.
20 SO BY SIMPLY IDENTIFYING IT, I'M NOT GIVING OR DIVULGING ANY OF
21 THE CONFIDENTIAL INFORMATION FROM THE DOCUMENT ITSELF. I'M
22 IDENTIFYING THE RECORD ITSELF IN HOPES THAT IT CAN AIM TO FIX
23 OR TO ASSIST IN THE PRODUCTION OF THESE DOCUMENTS.

24 THE COURT: AS THE DISCOVERY JUDGE IN THIS MDL, I'M
25 NOT IN A POSITION TO SORT OF EXERCISE -- YOU KNOW, ISSUE ANY

11:41AM 1 ORDERS OR MANAGE DISCOVERY IN ANY OTHER CASE OR TO TAKE STEPS
11:41AM 2 TO ENSURE THAT DISCOVERY THAT HAPPENS IN A DIFFERENT CASE WITH
11:41AM 3 UBER IS DONE AND IN ACCORDANCE WITH LAW. SO IT'S ALL -- IT IS
11:41AM 4 KIND OF IRRELEVANT TO THE QUESTION THAT I HAVE.

11:42AM 5 MR. STANLEY: OF COURSE.

11:42AM 6 THE COURT: MY UNDERSTANDING OF UBER'S MOTION IS
11:42AM 7 THAT THEY DON'T -- THEY'RE NOT ARGUING THAT IT'S A VIOLATION OF
11:42AM 8 THE PROTECTIVE ORDER FOR YOU TO HAVE CREATED A SPREADSHEET TO
11:42AM 9 ORGANIZE THE INFORMATION THAT YOU WERE REVIEWING AND FROM THEIR
11:42AM 10 PRODUCTIONS AND TO USE THAT WITHIN THE CONFINES OF THIS MDL.

11:42AM 11 WHAT THEY'RE OBJECTING TO IS THAT IT APPEARS THAT THE
11:42AM 12 SPREADSHEETS SOMEHOW WERE, YOU KNOW, DISSEMINATED TO OTHER,
11:42AM 13 OTHER ATTORNEYS IN OTHER CASES AND THAT HAD THE EFFECT OF
11:42AM 14 DISCLOSING THEIR CONFIDENTIAL MATERIAL.

11:42AM 15 AND THE NAME -- TO THE EXTENT THAT YOU'RE SAYING THAT
11:42AM 16 THERE WASN'T A VIOLATION BECAUSE ALL IT HAS IS THE NAMES, HERE
11:42AM 17 THE INFORMATION IS NOT JUST THE NAMES. IT'S SORT OF ALSO THE
11:43AM 18 SOURCE OF WHERE IT CAME FROM AND IT IS A REPRODUCTION OF
11:43AM 19 INFORMATION THAT IS ON THE FACE OF THESE DOCUMENTS THAT WERE
11:43AM 20 DESIGNATED AS CONFIDENTIAL.

11:43AM 21 AND ESI HAS A PROCESS FOR DISPUTING CONFIDENTIALITY
11:43AM 22 DESIGNATIONS WHERE THEY MIGHT BE OVERREACH ON THE PRODUCING
11:43AM 23 PARTY BY SAYING WHAT IS CONFIDENTIAL, BUT WE NEVER HAD THAT
11:43AM 24 ISSUE BROUGHT TO MY ATTENTION. NONE OF THOSE DISPUTES WERE IN
11:43AM 25 FRONT OF ME. SO, LIKE, ON THE RECORD OF THIS, MAYBE YOU WOULD

11:43AM 1 HAVE HAD A CASE TO ARGUE THAT NAMES ALONE ARE NOT CONFIDENTIAL.
11:43AM 2 I DON'T -- I WOULDN'T PREJUDGE, YOU KNOW, WHAT MY RULING WOULD
11:43AM 3 BE IN THAT KIND OF A DISPUTE, BUT AT THIS POINT THE
11:43AM 4 DESIGNATIONS OF THOSE DOCUMENTS WAS NOT CONTESTED.

11:44AM 5 SO LET ME LET --

11:44AM 6 MR. STANLEY: MAY I ASK -- MAY I MAKE ONE FINAL
11:44AM 7 POINT BEFORE?

11:44AM 8 AND SO THE WAY THAT THE MOTION IS WRITTEN FROM THE UBER
11:44AM 9 DEFENDANTS APPEARS TO BE THAT EVEN USE OF THE WORD KNOWLEDGE
11:44AM 10 BASE, WHICH IS SOMETHING IN MY GENERAL KNOWLEDGE, OR EVEN USE
11:44AM 11 OF THE WORD KNOWLEDGE BASE HOME PAGE, ALL OF THAT, WHICH IS
11:44AM 12 INFORMATION THAT I'VE HAD BEFORE AND INFORMATION THAT WAS IN
11:44AM 13 THIS LITIGATION, IT'S INFORMATION THAT IS RELEVANT AND
11:44AM 14 NECESSARY WOULD ALSO BE IN VIOLATION OF THE PROTECTIVE ORDER.

11:44AM 15 AND SO THEY ARE STRANDING AND STRAINING THIS PROTECTIVE
11:44AM 16 ORDER TO SUCH AN EXTENT TO PULL ALL, ALL WORDS USED IN ANY OF
11:44AM 17 UBER'S PRODUCTION UNDER THE AMBIT OF THE ORDER.

11:44AM 18 SO WHEN WE LOOK AT THE LANGUAGE OF THE ORDER, IT
11:44AM 19 ADMONISHES SO THAT THE ORDER IS NOT USED AS A SOURCE SO THAT IT
11:44AM 20 CAN PULL ALL OF THIS INFORMATION UNDER THE AMBIT OF THE ORDER
11:45AM 21 IN THE WAY THAT IT'S NOT DISCLOSING INFORMATION.

11:45AM 22 I WOULD ALSO SAY THAT THE CASE LAW THAT THEY CITED IN EACH
11:45AM 23 OF THEIR CASES, IT'S ALL BASED ON WHETHER OR NOT SOMEONE USED
11:45AM 24 INFORMATION TO GAIN ADDITIONAL INFORMATION TO FILE A NEW
11:45AM 25 LAWSUIT. THAT'S WHAT EVERY ONE OF THEIR CASES THAT THEY CITE

1 TO, WHETHER IT'S IN A PATENT CASE OR SOME SORT OF AN
2 INFRINGEMENT CASE, THEY LEARNED OF ADDITIONAL INFORMATION, ALL
3 OF THESE LAWYERS LEARNED OF ADDITIONAL INFORMATION FROM A PRIOR
4 LITIGATION AND WENT AND SOUGHT NEW CLAIMS.

5 IT WOULD BE SIMILAR TO IF I, AFTER TAKING THE DEPOSITION
6 OF JOE SULLIVAN, WHO WAS THE CHIEF SECURITY OFFICER, UNDERSTOOD
7 THAT THERE WAS A DATA BREACH THAT UBER WAS INVOLVED IN SEVERAL
8 YEARS AGO, AND THEN WENT AND SOUGHT DATABASE BREACH CASES
9 BECAUSE I GOT THAT INFORMATION. AND THAT'S NOT, THAT'S NOT
10 WHAT HAS HAPPENED.

11 THESE CASES, NONE OF THE COMPLAINTS THAT ARE IN THESE
12 CASES WERE FILED IN A WAY THAT USE ANY INFORMATION THAT WAS
13 PROTECTED, AND SO THE -- ONE OF THE CASES THAT I DO THINK THAT
14 UBER DISPUTED THAT IS NOT ON POINT IS THE DUPRE CASE WHERE THE
15 COURT FOUND THAT BY STRETCHING THE TERM "USE" IT WAS PREVENTING
16 A LARGE PRACTICING LAW, AND THAT WAS AGAINST THE ETHICAL RULES
17 THAT ARE ALSO INVOLVED AND THEY'RE ALSO AT HAND IN CALIFORNIA.
18 IT'S RULE 5.6(B), I BELIEVE, OF THE ETHICAL RULES IN CALIFORNIA
19 AS WELL.

20 SO THAT CASE IS ON POINT, TOO, OF WHAT I'M ASKING TO DO.

21 THE COURT: TO THE EXTENT THAT YOU'RE ARGUING, OKAY,
22 WELL, THIS WASN'T USED TO FILE, THIS PARTICULAR INFORMATION
23 WASN'T USED TO FILE NEW CASES OR SO FORTH, IT DOESN'T STRIKE ME
24 AS BEING RELEVANT TO THE DECISION I HAVE TO MAKE ON THIS
25 MOTION. IT'S JUST WAS THERE INFORMATION THAT WAS DESIGNATED

11:47AM 1 CONFIDENTIAL AND WAS IT DISCLOSED? I DON'T ANALYZE WHAT THAT
11:47AM 2 WAS -- WHETHER OR NOT, YOU KNOW, HOW THAT INFORMATION WAS USED
11:47AM 3 AT A LATER POINT.

11:47AM 4 MAYBE THAT WOULD BEAR ON SOME ISSUE LIKE A REMEDY OR
11:47AM 5 SOMETHING LIKE THAT, BUT JUST TO FIGURE OUT WHETHER OR NOT
11:47AM 6 THERE WAS A VIOLATION OF THE PROTECTIVE ORDER, I DON'T -- IT
11:47AM 7 DOESN'T SEEM LIKE MOTIVATIONS OR THE SUBSEQUENT USE OR MANNER
11:47AM 8 OF USE IS RELEVANT.

11:47AM 9 SO IT'S -- WHEN YOU LOOK AT MS. GROMADA'S DECLARATION,
11:47AM 10 IT'S LAID OUT IN A VERY CLEAR, STRAIGHTFORWARD WAY TO SHOW WHAT
11:47AM 11 WAS IN THE DESIGNATED -- IN A PARTICULAR EXEMPLAR DOCUMENT THAT
11:47AM 12 HAD BEEN DESIGNATED CONFIDENTIAL. I MEAN, YOU LOOK AT
11:47AM 13 PARAGRAPH 15, IT LAYS THAT INFORMATION OUT, AND THEN IT HAS AN
11:48AM 14 EXCERPT FROM YOUR -- AN EXCERPT FROM YOUR SPREADSHEET, AND IT'S
11:48AM 15 JUST, IT REALLY IS CLEAR TO ME THAT IT'S EFFECTIVELY A
11:48AM 16 DISCLOSURE OF THE FULL CONTENT OF THE PAGE.

11:48AM 17 SO I DON'T -- MAYBE YOU'VE GOT A DIFFERENT VIEW OF THAT,
11:48AM 18 BUT --

11:48AM 19 MR. STANLEY: AND I DO, JUDGE. IT APPEARS THAT IT
11:48AM 20 IS MAKING -- SO IT'S AS IF THAT I SHOWED THE ACTUAL DOCUMENTS.
11:48AM 21 IT'S AS IF THAT I SHOWED THE HOME PAGE DOCUMENTS. THAT'S THE
11:48AM 22 WAY THAT HER PLEADINGS READ TO ME IS THAT THERE'S THIS VIRTUAL
11:48AM 23 OR INTERNAL ELECTRONIC FILING CABINET THAT I'M SHOWING TO
11:48AM 24 PEOPLE, AND I'M JUST IDENTIFYING THE DOCUMENT.

11:48AM 25 THE COURT: BUT IF YOU TYPE IT INTO YOUR OWN LITTLE

11:48AM 1 SPREADSHEET AND THE MATERIAL IS IDENTICAL, IT'S KIND OF LIKE
11:48AM 2 THIS -- TO ME IT'S THE SAME THING, EVEN IF YOU DIDN'T PRINT OUT
11:49AM 3 A COPY OF THAT PAGE FROM THE PRODUCTION, IT STILL ENDS UP
11:49AM 4 DISCLOSING THE MATERIAL.

11:49AM 5 AND SO I DON'T -- IT'S -- I THINK -- I JUST FEEL LIKE THIS
11:49AM 6 IS A POINT WHERE THE RECORD IS SO CLEAR THAT -- I MEAN, YOU
11:49AM 7 MIGHT HAVE ARGUMENTS AS TO WHAT THE HARM ACTUALLY IS, BUT I
11:49AM 8 THINK IT'S REALLY DIFFICULT FOR ME TO GET AROUND THAT.

11:49AM 9 MR. STANLEY: WELL, I GUESS THE LAST THING I'LL SAY
11:49AM 10 ON THIS BECAUSE I'M HEARING YOU, JUDGE, I'M HEARING YOU, BUT
11:49AM 11 THE PROTECTIVE ORDER MUST COMPLY WITH THE COMMON SENSE READING
11:49AM 12 AND MUST CONNECT ITS PURPOSE WITH THE PROHIBITIONS. AND IS THE
11:49AM 13 PURPOSE OF THE PROTECTIVE ORDER TO PREVENT AN ATTORNEY WITH
11:49AM 14 EXTENSIVE INFORMATION AND KNOWLEDGE FROM PURSUING ANY
11:49AM 15 LITIGATION AGAINST UBER IN THE FUTURE?

11:50AM 16 AND THAT'S, THAT'S PRETTY MUCH WHAT IS GOING TO BE DONE
11:50AM 17 WITH THIS ORDER IS IT'S GOING TO PREVENT ME FROM ASKING FOR
11:50AM 18 DOCUMENTS IN ANY WAY OTHER THAN SOME VERY GENERALIZED REQUEST
11:50AM 19 THAT WE KNOW BOTH INSIDE THE MDL AND OUTSIDE OF THE MDL UBER
11:50AM 20 WILL NOT RESPOND TO WITH A SUBSTANTIVE RESPONSE.

11:50AM 21 AND SO WE DO NEED TO GO FORWARD THEN. AND THEN HOW ARE WE
11:50AM 22 TO PRACTICE LAW AFTER THIS MDL OR OUTSIDE OF THIS MDL IF WE
11:50AM 23 CANNOT REQUEST DOCUMENTS IN A WAY THAT WILL RESULT IN THEM
11:50AM 24 BEING PRODUCED? BECAUSE IT TOOK US A YEAR INSIDE OF THIS MDL,
11:50AM 25 MONTH AFTER MONTH AFTER MONTH AFTER MONTH, AT LEAST SIX TIMES

11:50AM 1 FOR US TO GET THESE DOCUMENTS PRODUCED, AND THAT WAS A GREAT
11:50AM 2 BENEFIT TO HAVE YOUR TIME AND YOUR ABILITY TO BE WITH US AND TO
11:50AM 3 SEE THIS DOCUMENT PRODUCTION. AND WE DON'T GET THAT BENEFIT IN
11:51AM 4 INDIVIDUAL STATE COURT CASES WHERE WE GET TO COME UP EVERY
11:51AM 5 MONTH AND ARGUE. THAT'S SOMETHING THAT IS PARTICULAR TO MDL'S
11:51AM 6 AND THE DISCOVERY PROCESS HERE.

11:51AM 7 SO THIS WILL DEFINITELY PREVENT THE PRACTICE OF LAW AND
11:51AM 8 MAKE IT ALMOST IMPOSSIBLE TO GET DOCUMENTS IN A TIMEFRAME WHERE
11:51AM 9 WE CAN GET THESE CASES, GET THE DISCOVERY FROM THE CASES, AND
11:51AM 10 LITIGATE THEM IN A WAY THAT IS APPROPRIATE FOR OUR CLIENTS.

11:51AM 11 THE COURT: I GUESS A COUPLE OF THOUGHTS. I DON'T
11:51AM 12 THINK THAT THE PROTECTIVE ORDER OR MY RULING ON THE PENDING
11:51AM 13 MOTION WILL PRECLUDE ATTORNEYS FROM PRACTICING LAW OR FILING
11:52AM 14 FUTURE LAWSUITS OR LITIGATING AGAINST UBER IN GENERAL.

11:52AM 15 I THINK THAT IT WOULD -- I HEAR WHAT YOU'RE SAYING,
11:52AM 16 MR. STANLEY, IN EFFECT IT WOULD -- GIVEN THE DIRECTION THAT I'M
11:52AM 17 INCLINED TO GO, IT WOULD DEPRIVE PLAINTIFFS' COUNSEL OF A
11:52AM 18 CERTAIN ADVANTAGE IN DISCOVERY IN OTHER CASES, BUT THE FACT OF
11:52AM 19 THE MATTER IS THAT THERE WAS A PROTECTIVE ORDER THAT WAS
11:52AM 20 STIPULATED TO. WE'VE GOT ESI PROTOCOLS. WE HAVE ALL OF THE
11:52AM 21 PROCEDURES THAT WERE ASSOCIATED WITH THE PROTECTIVE ORDER,
11:52AM 22 INCLUDING AN OPPORTUNITY, A PROCESS BY WHICH TO CHALLENGE THE
11:52AM 23 DESIGNATION OF A DOCUMENT AS CONFIDENTIAL.

11:52AM 24 AND SO -- AND THERE'S WAYS TO LITIGATE THAT ISSUE TO SAY
11:53AM 25 THAT A DESIGNATING PARTY IS BEING OVERBROAD AND DESIGNATED

11:53AM 1 THINGS THAT ARE CONFIDENTIAL THAT WOULDN'T IT REVEAL TO THE
11:53AM 2 PUBLIC HARM, A COMPETITIVE ADVANTAGE FOR THE COMPANY IN THE
11:53AM 3 MARKET?

11:53AM 4 BUT THAT WAS NEVER BROUGHT TO THE FLOOR, AND THAT IS
11:53AM 5 SOMETHING THAT EXISTS IN THE PROCESSES THAT ARE PART OF THIS
11:53AM 6 MDL AND COULD BE NEGOTIATED.

11:53AM 7 SO ANYWAY, I JUST THINK THAT THAT'S ONE WAY TO ADDRESS THE
11:53AM 8 CONCERNS THAT I THINK YOU'RE VOICING, WHICH IS THAT THE
11:53AM 9 POSSIBILITY THAT A PROTECTIVE ORDER IS MISUSED OR USED IN A WAY
11:53AM 10 THAT IS NOT INTENDED FOR THE PRINCIPLES THAT UNDERLIE
11:53AM 11 PROTECTIVE ORDERS BEING ADOPTED IN LITIGATION.

11:54AM 12 AND I THINK THE OTHER, YOU KNOW, POSSIBILITY IS SIMPLY
11:54AM 13 THAT ON THE FRONT END YOU TELL UBER THAT YOU WOULD LIKE
11:54AM 14 PERMISSION TO MAKE A DISCLOSURE, AND THEY CAN OBJECT OR NOT
11:54AM 15 OBJECT, AND MAYBE THERE'S SOME INTEREST ON THE PART OF UBER TO
11:54AM 16 NOT OBJECTING TO THE EXTENT IT SPEEDS UP AND MAKES MORE
11:54AM 17 EFFICIENT DISCOVERY PROCESS OVERALL AND SO YOU DON'T END UP
11:54AM 18 USING LOTS OF ATTORNEY TIME TO FIGURE OUT WHAT IS WHAT AND WHAT
11:54AM 19 SHOULD BE -- WHAT THE RELEVANT POLICIES ARE AND SO FORTH.

11:54AM 20 BUT IT WOULD BE SOMETHING THAT YOU GO TO UBER AT THE FRONT
11:54AM 21 END AND ASK ABOUT PERMISSION TO DISCLOSE.

11:54AM 22 SO I THINK THERE'S WAYS TO DEAL WITH THESE CONCERNS THAT
11:54AM 23 YOU'RE RAISING, AND I HAVE A VERY LIMITED QUESTION THAT'S IN
11:54AM 24 FRONT OF ME WITH THIS PROTECTIVE ORDER.

11:55AM 25 MR. STANLEY: UNDERSTOOD, JUDGE. AND ASKING FOR

1 PERMISSION TO REQUEST THESE DOCUMENTS VERBALLY ALWAYS END IN A
2 NO, SO THAT'S PROBABLY GOING TO RESULT IN US COMING BACK TO YOU
3 OVER AND OVER IN SPECIFIC CASES OR AT LEAST IN SOME WAY TO
4 UNDERSTAND HOW WE CAN IDENTIFY DOCUMENTS TO ASSIST IN
5 PRODUCTION FROM THIS LITIGATION.

6 AND SO I'M ALSO WORRIED THAT IN THE NEXT TEN CASES THAT I
7 FILE AGAINST UBER, THAT FOR VARIOUS REASONS OF HARM TO
8 INDIVIDUALS, THAT I'M GOING TO NEED TO JAM YOUR DOCKET UP, COME
9 BACK AND REQUEST USE FROM THIS WHEN UBER DOES NOT PERMIT ME TO
10 REQUEST DOCUMENTS IN THIS MANNER. SO THAT'S ALSO A CONCERN
11 THAT I HAVE, AND ESPECIALLY WHEN IDENTIFYING THE DOCUMENTS WAS
12 HELPFUL TO THE PROCESS INSIDE OF THE MDL, DOCUMENTS THAT I HAD
13 KNOWLEDGE OF BEFORE THE MDL WHEN I DID IT THE SAME WAY THAT
14 THIS IS GOING TO BE SOMETHING THAT IS GOING TO BE RECURRING.
15 AND SO WHEN WE HAVE TO GO FORWARD ON WHAT WE SHOULD DO, THAT'S
16 SOMETHING THAT I JUST WANT YOU TO BE AWARE OF.

17 THE COURT: I MEAN, MAYBE YOU SHOULD BE ADJUSTING
18 YOUR EXPECTATIONS ABOUT WHAT YOU CAN DO WITH INFORMATION THAT
19 YOU HAVE LEARNED IN THE MDL.

20 THE FACT OF THE MATTER IS THAT THIS DISCOVERY PROCESS
21 INVOLVED UBER DISCLOSING AN IMMENSE AMOUNT OF INFORMATION IN
22 RESPONSE TO PLAINTIFFS' FAR REACHING DISCOVERY REQUESTS AND A
23 LOT OF INFORMATION THAT WAS CONFIDENTIAL OR PROPRIETARY OR
24 SENSITIVE TO THE COMPANY HAD COME INTO PLAY AS PART OF THE
25 DISCOVERY PROCESS, AND THE PURPOSE OF THE PROTECTIVE ORDER WAS

11:57AM 1 TO GIVE THEM SOME CONFIDENCE AND ASSURANCE THAT THIS
11:57AM 2 INFORMATION WOULD NOT GET RELEASED FOR PURPOSES OTHER THAN --
11:57AM 3 OR USED FOR PURPOSES OTHER THAN ADVANCING THIS MDL.

11:57AM 4 DISCOVERY IN THIS MDL IS FOR THIS MDL, AND TO THE EXTENT
11:57AM 5 THAT IT CROSSES OVER IN WAYS THAT THE COURT HAS SANCTIONED FOR
11:57AM 6 THE JCCP, THERE'S THAT, BUT THERE IS A LARGER UNIVERSE OF
11:57AM 7 LITIGATION AGAINST UBER I'M SURE FOR ALL DIFFERENT TYPES OF
11:57AM 8 CASES, BUT THAT IS NOT WHAT THE PURPOSE OF THE PROTECTIVE ORDER
11:57AM 9 HERE WAS. IT WAS TO DEAL WITH DISCOVERY IN THIS CASE AND TO
11:57AM 10 SIMPLIFY THE PROCESS AND GIVE ASSURANCES TO PARTIES INVOLVED
11:57AM 11 THAT THEIR INFORMATION, THEIR CONFIDENTIAL INFORMATION OR
11:58AM 12 HIGHLY CONFIDENTIAL INFORMATION WOULD BE USED FOR OTHER
11:58AM 13 PURPOSES.

11:58AM 14 ATTORNEYS BECOME EXPERTS IN INDUSTRIES AND ON CERTAIN
11:58AM 15 COMPANIES AND THERE'S A GENERAL KNOWLEDGE THAT DEVELOPS, BUT
11:58AM 16 WHEN YOU SEE A REPRODUCTION LIKE WHAT MS. GROMADA LAID OUT, IT
11:58AM 17 SEEMS PRETTY STRAIGHTFORWARD THAT A DISCLOSURE OCCURRED.

11:58AM 18 SO THAT -- LET'S MOVE ON TO THE -- WHERE DO WE GO FROM
11:58AM 19 HERE AND WHAT IS THE ORDER?

11:58AM 20 IT DOESN'T SEEM -- TO ME IT SEEMS PRETTY STRAIGHTFORWARD
11:58AM 21 AS FAR AS WHAT UBER IS ASKING AS FAR AS YOU IDENTIFYING TO WHOM
11:58AM 22 YOU HAVE GIVEN THIS INFORMATION. I THINK ONE ASPECT THAT I WAS
11:58AM 23 A LITTLE UNCLEAR ABOUT, THOUGH, WAS WHAT EXACTLY IS THE
11:59AM 24 DEFINITION OF A CONFIDENTIAL AND THEN THERE'S -- YOU HAD
11:59AM 25 ANOTHER SPREADSHEET THAT CONTAINED 326 POLICY RELATED

11:59AM 1 RESOURCES. AND THAT WAS NOT -- UBER DIDN'T ARGUE THAT THAT WAS
11:59AM 2 CONFIDENTIAL INFORMATION. SO ON THE OTHER HAND, YOUR LATER
11:59AM 3 SPREADSHEET FROM OCTOBER OF 2024 HAD 860 POLICIES OR POLICY
11:59AM 4 SOURCES. SO THERE'S A DELTA THERE, AND THAT SEEMS TO BE WHAT
11:59AM 5 IS OF CONCERN TO UBER IN THIS MOTION.

11:59AM 6 BUT I GOT CONFUSED BY SOME OF THE NUMBERS AND ALSO THE --
11:59AM 7 WHETHER OR NOT THERE IS A -- I DON'T THINK THAT THERE IS A
12:00PM 8 SUFFICIENTLY TAILORED AND CLEAR DEFINITION OF CONFIDENTIAL
12:00PM 9 INFORMATION SO THAT OTHER ATTORNEYS CAN SORT OF BE AWARE OF
12:00PM 10 WHAT CAN BE DISCLOSED GOING FORWARD.

12:00PM 11 SO I WAS INCLINED TO SEND YOU ALL TO MEET AND CONFER AND
12:00PM 12 DEAL WITH THE PROPOSED ORDER, AND SUBMIT A REVISED PROPOSED
12:00PM 13 ORDER THAT IS CLEARER.

12:00PM 14 MR. COX: YOUR HONOR, IF I COULD ADDRESS THAT, I'M
12:00PM 15 HAPPY TO MEET AND CONFER IF THAT'S WHAT YOU WOULD LIKE US TO
12:00PM 16 DO.

12:00PM 17 BUT THE CONFIDENTIAL INFORMATION IS DEFINED IN THE BRIEF
12:00PM 18 IN SUPPORT OF OUR MOTION, AND IT IS THE 587 ROWS ON
12:00PM 19 MR. STANLEY'S OCTOBER 2024 SPREADSHEET THAT ARE IDENTIFIABLE
12:00PM 20 WITH MDL BATES NUMBERS.

12:01PM 21 SO THAT'S HOW WE'RE DEFINING CONFIDENTIAL INFORMATION AS
12:01PM 22 USED IN THE PROPOSED ORDER, BUT I ACTUALLY -- IN DISCUSSIONS IN
12:01PM 23 PREPARING FOR THIS HEARING, I WANTED TO CLARIFY MY OWN
12:01PM 24 UNDERSTANDING OF THAT, SO I APPRECIATE YOUR HONOR ASKING THE
12:01PM 25 QUESTION. AND IF YOU WOULD LIKE US TO MEET AND CONFER AND

12:01PM 1 SUBMIT A PROPOSED ORDER OR JUST SUBMIT A PROPOSED ORDER, A
12:01PM 2 REVISED PROPOSED ORDER, WE'RE HAPPY TO DO THAT.

12:01PM 3 I'M SORRY, I DON'T THINK WE CAN HEAR YOU AGAIN. I'M
12:01PM 4 SORRY.

12:01PM 5 THE COURT: AND THAT SEEMS OFF BECAUSE THE
12:01PM 6 SPREADSHEET HAD 860 AND THEN THAT WAS THE OCTOBER SPREADSHEET
12:01PM 7 HAD 860. THE MAY SPREADSHEET HAD 326. SO IF YOU SUBTRACT,
12:02PM 8 THEN THAT IS, THAT IS 534 POLICIES.

12:02PM 9 BUT THE BRIEFING REFERS TO 586. SO IT'S NOT CLEAR WHAT
12:02PM 10 THAT'S REFERRING TO.

12:02PM 11 MR. COX: SO ONE OF THE REASONS I WENT INTO LAW IS
12:02PM 12 BECAUSE OF MY MATH SKILLS. SO LET US CONFER ON THAT AND MAKE
12:02PM 13 SURE THAT WE HAVE THE NUMBERS CORRECT, BUT WE ARE, AS
12:02PM 14 YOUR HONOR OBSERVED IN CONNECTION WITH LOOKING AT MS. GROMADA'S
12:02PM 15 DECLARATION AND THE DOCUMENT, YOU KNOW, SOME OF THE UNDERLYING
12:02PM 16 MATERIALS THAT WERE PRODUCED IN THE MDL AS COMPARED TO THE
12:02PM 17 SPREADSHEET, WE ARE -- THE ASSERTION IS THAT IT'S, IT'S -- THE
12:03PM 18 BATES NUMBERED MATERIALS THAT ARE REFERENCED. SO WE CAN DEFINE
12:03PM 19 THAT MORE CLEARLY FOR YOUR HONOR.

12:03PM 20 THE COURT: OKAY. LET'S DO THIS. I'M DIRECTING THE
12:03PM 21 PARTIES TO FILE EITHER A JOINT PROPOSED -- A REVISED JOINT
12:03PM 22 PROPOSED ORDER WITHIN THREE DAYS OR IF YOU DON'T HAVE AN
12:03PM 23 AGREEMENT AS TO WHAT THAT PROPOSED ORDER SHOULD LOOK LIKE, FILE
12:03PM 24 YOUR SEPARATE PROPOSED ORDERS. AND PLAINTIFFS, BY FILING THE
12:03PM 25 PROPOSED ORDERS WITHIN THREE DAYS, YOU'RE NOT WAIVING YOUR

12:03PM 1 OBJECTIONS TO MY RULING FROM THE BENCH TODAY THAT THERE WAS A
12:03PM 2 VIOLATION OF THE PROTECTIVE ORDER IN THIS CASE AND BASED ON THE
12:03PM 3 RECORD THAT I'VE REVIEWED AND FOR THE REASONS THAT I'VE
12:03PM 4 EXPLAINED TODAY.

12:03PM 5 AND IT'S NOT WAIVING YOUR RIGHT TO APPEAL THAT ORDER IF
12:04PM 6 YOU DISAGREE AND WISH TO APPEAL IT TO JUDGE BREYER.

12:04PM 7 MR. STANLEY: UNDERSTOOD.

12:04PM 8 THE COURT: OKAY. ALL RIGHT.

12:04PM 9 SO I DON'T THINK THERE'S ANYTHING FURTHER THAT WE NEED TO
12:04PM 10 DO TODAY.

12:04PM 11 MS. GROMADA: THANK YOU, YOUR HONOR.

12:04PM 12 MR. COHN: THANK YOU, YOUR HONOR.

12:04PM 13 MR. STANLEY: THANK YOU.

12:04PM 14 MR. COX: THANK YOU.

12:04PM 15 THE CLERK: COURT IS NOW ADJOURNED.

12:04PM 16 (COURT CONCLUDED AT 12:04 P.M.)

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